

No. DM/TW/COR-OF/065

Dated: 13.12.2019

LETTER OF ACCEPTANCE

To,

M/s PORR Bau GmbH,
A-1100 Wein,
Absberggasse 47,
1100 Vienna.
Email Id : office@porr-group.com
Markus.halper@porr.ga
(hereinafter termed as "Consultant")

(Kind Attention- Mr.Markus Halper {Director of Railway})

Sub :- Bid No. DM/TW/COR-OF/065: Engagement of Ballastless Track Structure "System Provider" to support Design and installation of Track for elevated viaduct, underground sections and at grade section including all stations for Delhi-Ghaziabad-Meerut RRTS Corridor - Letter of Acceptance (LOA).

Ref: -

- i. Press Advertisement dated 07.08.2019.
- ii. Bid Reference No. DM/TW/COR-OF/065 dated 09.08.2019 including all 05 A&Cs.
- iii. Technical Bid opened on dated 16.10.2019.
- iv. Financial Bid Opened on dated 15.11.2019.
- v. This office letter no. DM/TW/COR-OF/065 dated 29.11.2019 for Techno-Financial negotiation.
- vi. Your Techno Financial Negotiated Modified offer Vide letter no. Nil dated 04.12.2019.
- vii. Your letter no. Nil dated 07.12.2019.
- viii. This office Letter of Acceptance of Even No. dated 12.12.19

With reference to the above, this is to inform that your negotiated modified offer under reference (vi) and your letter under reference (vii) above for the subject Services of "DM/TW/COR-OF/065: Engagement of Ballastless Track Structure "System Provider" to support Design and installation of Track for elevated viaduct, underground sections and at grade section including all stations 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 Euro 76,06,080.11 (Euro Seventy Six Lacs Six



Bid No. DM/TW/COR-OF/065 (Page 1 of 6)

Registered & Corporate Office:

7/6, सिरी फोर्ट इंस्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग, नई दिल्ली 110049
7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi 110049

CIN: U60200DL2013GOI256716

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M: contactus@ncrtc.in

Thousand Eighty and Eleven Cent only) , hereinafter termed as "Contract Value", are inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges except Goods and Services Tax, required to fulfill the tender conditions including statutory deductions viz. TDS towards Income Tax and Goods and Services Tax (GST) etc. GST shall be paid as per clause 15.3 of SCC (Supply).

The Breakup of the Contract Value is as follows:

Schedule A: Consultancy

Rate and Amount in Euros					
Item	Description	Unit	Quantity	Rate	Amount
1	Customisation of proven Design of standard track strutucre, prepare in consultation with TDDC as per the requirements of RRTS, as per Clause 4.1 to 4.6 of section 8 and Cost of Transfer of Technology along with IPR, if any to NCRTC as per Clause No. 2.1 and 2.2 of section 8.	LS	1	4459680.11	4459680.11
2	Providing 'Employer's requirement' and 'BOQ' for track construction contractors, as per Clause 5.2 of section 8 and and Factory Setup Report as per Clause 6.1 of section 8	LS	1	75000.00	75000.00
3	Manpower for training, as per Clause 4.8 of section 8	Mandays	120	800.00	96000.00
4	Manpower for production supervision at factory, as per Clause 6.2 of section 8	Man- months	30	28500.00	855000.00
5	Providing support for Instrumentation, Testing, and clearances from statutory bodies, as per Clause 4.7 of section 8	LS	1	273600.00	273600.00
6	Manpower for installation supervision	Man-months	36	34200.00	1231200.00



7	Manpower for maintenance supervision	Man-months	36	17100.00	615600.00
Total Amount of Schedule A in Euros					7606080.11

Note : Variation in Quantities of Item No. 3, 4, 6 & 7 (Schedule A: Consultancy) to the extent of positive 25% shall be paid at the accepted rates of the contract.

Schedule B: Supply

Rate and Amount in Euros					
Item	Description	Unit	Quantity	Rate	Amount
8	Item covered in Form - SSM-1 in "Bidding Forms" and the payment will be made as per Appendix 'A'	Per Track Km	160	0	0
Total Amount of Schedule B in Euros					0
Total Amount of Schedule A+B in Euros					7606080.11

NOTE for Schedule B (Supply):

1. If the material will be procured from India at any stage after the finalization of contract and if the rates quoted is in foreign currency, the rates will be negotiated.
2. Payment of the material will be released as per the Payment Schedule given in Appendix 'A'; for complete material in unit of each Km.
3. * Bidders shall insert the Exchange Rate as specified in BDS-ITB 33.1 and attach supporting documents. In case exchanges rate used by Bidders are not as per BDS-ITB 33.1, Employer shall correct the Exchange Rates as per BDS-ITB 33.1 for bid evaluation which shall be same for all the bidders.

The Scope of work, Services, accepted rates and terms/conditions applicable to this Letter of Acceptance are as under:

1.0 Scope of Work

In terms of Clause 1.1 of Instructions to Bidders, Section-1 of the bid documents, the Services covered under this Letter of Acceptance shall be as stipulated in Part-II Employer's Requirement of the bid documents (read with corrigendum referred above), uploaded on e-bidding portal, considered by the Consultant in the submission of their bid. The Services shall be carried out as defined in the Employer's Requirement. The scope of work covered under item (1&2) of BOQ has been slightly modified during negotiation and scope of work covered under item 3 to 7 remains unchanged. The modified scope of work covered under the negotiation offer letter dated 04.12.2019 under reference (vi) above is detailed below:

- Provide all necessary IPR to NCRTC for the Production and installation of Track structure system
- Provide proven design and prepare a customized Basic Design which includes following headings
 - Basic Design Report Such as a) Design principle report for slab track and interfaces; b) Slab track specifications; c) Main line slab track structural design; d) Turnouts slab track



- structural design: e) Crossing slab track structural design: f) Slab codification manual with transition ramps.
- o Technical Specification for System Specified Material.
 - o Typical Drawings such as – a) Slab Track detailed concrete drawing: b) Turnout slabs detailed Concrete drawings (for a complete set of Turnout); c) Turnout Layout Design (Slab distribution) : d) Crossing slabs detailed concrete drawings (for a complete set of Crossing); e) Crossing Layout Design (Steel components and slab distribution); f) Bridge & Tunnel cross section with the track works formation with slab track; g) Slab arrangement layout for typical bridge spans; h) Typical diamond crossing layout; and i) Typical slab distribution list for turnout and main line; j) Rail expansion Joint if applicable ; k) Mass spring Systems.
 - o Reinforcement drawings for a) Slabs Reinforcement drawings for all turnout slabs: b) Reinforcement drawings for all crossings slabs; c) Typical grouting opening reinforcement for slab track, turnout and crossings slabs: d) and Typical grouting reinforcement for straight and curved alignment.
- Support and Audit the DDC Track for Corridor Delhi-Meerut when preparing Detail Design.
 - Assisting DDC (TRACK) with requisite technical details and Specifications in the preparation of “Employer’s Requirement” for Track construction contractors.
 - Provide a list only of Codes and Standards related to ballast less track structure.
 - Prepare a ‘Factory setup report”
 - Prepare Installation Manual
 - Prepare Quality Assurance Plan Including necessary Checklist
 - Prepare Training Manual
 - Prepare Maintenance manual, renewal manual and Methodology of restoration of damaged track.

2.0 Accepted Rates/Cost and Payment Schedule

2.1 The accepted rates for various items of Services covered under this Letter of Acceptance are stipulated in the **Bill of Quantities enclosed at Annexure-A** to this Letter of Acceptance. The above accepted rates are **inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges except Goods and Services Tax, required to fulfill the tender conditions including statutory deductions viz. TDS towards Income Tax and Goods and Services Tax (GST) etc. GST shall be paid as per clause 15.3 of SCC (Supply). GST shall be paid as applicable on the submission of GST Invoices.** The subsequent RA bill shall be raised for payment upon submission of documentary evidence towards payment of GST collected on the previous bill to the GST Authorities. However, if subsequent bills are raised before return submission date of previous bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the due date of such return filing. The Final bill/single bill payment shall be released on the undertaking by the contractor/supplier for providing evidence within 7 days from the due date of such return filing for final bill based on GST provision for due dates.

In terms of Clause No. 38 of General Conditions of Contract (GCC) for Consultancy, Clause No. 15 of General Conditions of Contract (GCC) for Supply Contracts and their relevant clauses of



SCC of the Bid document, in consideration of the Services and Supply performed by the Consultant under this Contract, the Employer shall make payments to the Consultant as specified therein.

3.0 Completion Period

In terms of Clause 1 (xiv) of General Conditions of Contract (GCC) for Consultancy and Clause 1.1 (d) of General Conditions of Contract (GCC) for Supply Contracts of the bid document, the entire Services and supply shall be completed in a period of **312 weeks** from the Effective Date. In terms of Clause 1 (xvi), 8.0 of General Conditions of Contract (GCC) for Consultancy, and its relevant clause of SCC of the Bid document, the Effective Date and Date of Commencement shall be 15 days from the issue of Letter of Acceptance.

4.0 (a) Submission of Performance Security

In terms of Clause 40 of Instructions to Bidders, Section-1 and Clause No. 31 of General Conditions of Contract (GCC) for Consultancy, and its relevant Clause of SCC of Bid document, within 28 days of receipt of this Letter of Acceptance, the Consultant shall furnish to the Employer a Performance Security in the form of Bank Guarantee as stipulated in Form CF-2 of Contract Forms, Section- 7 of the bid documents, for an amount of **Euro 7,60,608.00 (Euro Seven Lacs Sixty Thousand Six hundred Eight only)** being amount equal to 10% (Ten Percent) of the Contract Value as stated in Relevant Clause of Special Conditions of Contract for Consultancy (SCC), Section-6 of the bid documents. In terms of Clause No. 31 of Special Conditions of Contract for Consultancy (SCC), Section-6 of bid documents the Performance Security shall remain valid up to 60 months from the date of Scheduled completion period.

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

The Consultant within four weeks from the date of Commencement shall submit the Professional Indemnity Insurance (PII) for the amount and with the validity as specified in terms of Clause No. 34 of General Conditions of Contract for Consultancy (GCC), Section-5 of bid documents.

5.0 Release of Bid Security

In terms of Clause 19.5 of Instructions to Bidders, Section-1 of the bid document, the bid security submitted by the Consultant with his bid shall be returned as promptly as possible on submission of the required Performance Security by the Consultant and signed the Contract.

6.0 Submission schedule (Key dates)

Submission schedule (i.e. Key dates) is attached as **Annexure-B** to this Letter of Acceptance.

7.0 Signing of Contract Agreement

In terms of Clause 41 of Instructions to Bidders, Section-1 of the bid documents, the Consultant shall enter into a Contract Agreement with the Employer for the Services covered under this Letter of Acceptance 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 Letter of Acceptance 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 documents and its corrigendum/addendum referred above. Any deviation from the above conditions, submitted by the Consultant in their bid, if any, stands withdrawn.

9.0 Nomination of Engineer

In terms of Clause No. 1(x) of General Conditions of Contract (GCC) for Consultancy, Section-5 and Clause No. 1(x) of Special Conditions of Contract (SCC), Section-6 of bid documents it is to inform that "the Engineer Nominated for the subject Contract will be informed subsequently. The Consultant is advised to interact with the Nominated Engineer as will be informed for further instructions as regards to the provision of Services.

10.0 Acceptance of the Letter of Acceptance

The Letter of Acceptance dated 12.12.19 issued under reference (viii) above stands withdrawn, and this Modified Letter of Acceptance will hold good. 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 Letter of Acceptance shall 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.

Encl: (i) **Annexure- A-** Accepted Bill of Quantities (BOQ) (Total 05 pages)
(ii) **Annexure- B-** Key Dates (Submission Schedule) (Total 01 page)

Please acknowledge receipt of the letter.

Your's faithfully,

For & on behalf of
National Capital Region Transport Corporation Limited




(Dhanesh Gupta) 13.12.19
(Group General Manager/Procurement)

Cc: ED/Design, CE/Track, GGM/Finance, Sr.DGM/Track, GM/Planning, Sr.DGM/HR

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED



Contract: DM/TW/COR-OF/065: Engagement of Ballastless Track Structure “System Provider” to support Design and installation of Track for elevated viaduct, underground sections and at grade section including all stations for Delhi-Ghaziabad-Meerut RRTS Corridor

PART-III Section-10 Accepted FINANCIAL BID

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED
7/6, SIRIFORT INSTITUTIONAL AREA,
AUGUST KRANTI MARG, NEW DELHI –110049**



**Financial Bid
PREAMBLE**

1	The Financial Bid shall be read in conjunction with Instruction to Bidders, General and Special Conditions of Contract, Notice for Invitation of bids, Employer's Requirements and Tender Drawings.
2	The Rates / Amount are inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges except Goods and Services Tax, required to fulfill the tender conditions including statutory deductions viz. TDS towards Income Tax and Goods and Services Tax (GST) etc. GST shall be paid as per clause 15.3 of SCC (Supply).



Contract: DM/TW/COR-OFF/065: Engagement of Ballastless Track Structure "System Provider" to support Design and installation of Track for elevated viaduct, underground sections and at grade section including all stations for Delhi-Ghaziabad-Meerut RRTS Corridor

Name of the Bidder		PORR Bau GmbH	
Summary Sheet			

SCHEDULE A : CONSULTANCY

ITEM	Item Description	Unit	Quantity	EURO	Amount (In Euro)
1	Customisation of proven Design of standard track structure, prepare in consultation with TDOC as per the requirements of RRTS, as per Clause 4.1 to 4.6 of section 8 and Cost of Transfer of Technology along with IPR, if any to NCRTC as per Clause No. 2.1 and 2.2 of section 8.	LS	1	4459680.11	4459680.11
2	Providing 'Employer's requirement' and 'BOQ' for track construction contractors, as per Clause 5.2 of section 8 and and Factory Setup Report as per Clause 6.1 of section 8	LS	1	75000.00	75000.00
3	Manpower for training, as per Clause 4.8 of section 8	Mandays	120	800.00	96000.00
4	Manpower for production supervision at factory, as per Clause 6.2 of section 8	Man- months	30	28500.00	855000.00
5	Providing support for instrumentation, Testing, and clearances from statutory bodies, as per Clause 4.7 of section 8	LS	1	273600.00	273600.00
6	Manpower for installation supervision	Man-months	36	34200.00	1231200.00
7	Manpower for maintenance supervision	Man-months	36	17100.00	615600.00
Total Amount of SCHEDULE A					7606080.11

Note : Variation in Quantities of Item No. 3, 4, 6 & 7 (Schedule A: Consultancy) to the extent of positive 25% shall be paid at the accepted rates of the contract.

SCHEDULE B : SUPPLY

ITEM	Item Description	Unit	Quantity	EURO	Amount (In Euro)
8	Item covered in Form - SSM-1 in "Bidding Forms" and the payment will be made as per Appendix 'A'	Per Track Km	160	0.00	0.00
Total Amount of SCHEDULE B					0.00
Total Schedule (A+B) (In Euro)					7606080.11

NOTE for Schedule B (Supply):

- 1 If the material will be procured from India at any stage after the finalization of contract and if the rates quoted is in foreign currency, the rates will be negotiated.
 - 2 Payment of the material will be released as per the Payment Schedule given in Appendix 'A', for complete material in unit of each Km.
- * Bidders shall insert the Exchange Rate as specified in BDS-ITB 33.1 and attach supporting documents. In case exchange rate used by Bidders are not as per BDS-ITB 33.1, Employer shall correct the Exchange Rates as per BDS-ITB 33.1 for bid evaluation which shall be same for all the bidders.



Appendix - A

Payment Schedule for Supply of System Specific Material

S. No.	Activity	Payment Break-up	Remarks
1	Delivery of Material	75% payment of the accepted rates of material (On Pro-rata basis)	Payment will be released only Upon receipt of material in good condition at purchaser's Store.
2	After providing required warranties /guarantees for the installed material	5% of the accepted rates for each type of material	
3	Installation of material	15% of the accepted rates for type of material installed at site and 15 % of the accepted rates for material which is taken as surplus	
4	1 year after commercial operation	5% of the accepted rates for material	This stage payment may be released on written request of supplier against submission of Bank guarantee in the format acceptable to the purchaser.



Payment Schedule for Item No.1,2 & 5 of Schedule A of Financial Bid.	
Item No.	Item
Item No.1	Cost of Transfer of Technology along with IPR if any to NCRTC
a)	After submission IPR to NCRTC - 30% of the quoted cost
b)	After submission of customized track structure design, drawing etc. - 30% of the quoted cost
c)	After approval of customised design and drawings - 40% of the quoted cost
Item No.2	Providing 'Employer's requirement' and 'BOQ' for track construction contractors, as per Clause 5.2 of section 8 and and Factory Setup Report as per Clause 6.1 of section 8
a)	30% payment will be released after acceptance of Employer's requirement and BOQ for the Construction Contractor by the Employer.
b)	55% payment will be released after acceptance of Factory Setup report by Employer.
c)	15% payment will be released after start of production at Factory.
Item No.5	Providing support for Instrumentation, Testing, and clearances from statutory bodies, as per Clause 4.7 of section 8
a)	100% payment will be released after completion of Instrumentation, Testing, and clearances from statutory bodies

Schedule B	Supply of System Specific Material
Payment will be made as per the "PAYMENT SCHEDULE FOR SYSTEM SPECIFIC MATERIAL" APPENDIX B OF "Financial Bid"	



ANNEXURE-B

Key Dates

(I) Key Dates for Planning /Design Works of Track

S.No	Activity Completed	Progress Schedule (Weeks from effective date as mentioned in LOA)	Liquidated Damage to be imposed if yes	Item No. of Financial Bid on which the LD will be payable
1	Submission of Project Program including complete list of Deliverables, Schedule of Delivery and mobilization Schedule of Experts/Expatriate Consultants.	01	Yes	1
2	Submission of necessary IPR if applicable	6	Yes	1
3	Submission of Details for the mockup as per the details given in Scope of Work.	8	Yes	5
4	Submission of details for the Factory setup report as per Scope of Work.	10	Yes	2
5	Submission of Customized Design of Track structure system.	22	Yes	1
6	Delivery of Tender Document, BOQ, Cost Estimates and Specification for the bidding of Construction contractor as per Scope of Work.	26	Yes	2
7	In case the System Provider opts to do the detail design of the track structure, Submission of Construction Reference Drawings for to DDC Track.	52	Yes	1

Note:

1. Liquidated damages shall be charged @ 0.05% per week delay on Item in which the payment is to be made in Financial Bid given in Section 10. The maximum limit of liquidated damages shall be 10% of the total contract value or revised contract value as notified by the employer to the consultant.
2. For part week, full week will be considered for this purpose.

