

No. DM/MS/COR-OF/055

Dated: 31.01.2020

LETTER OF ACCEPTANCE

To,

M/s Elcome Technologies Pvt Ltd.
Vatika Atrium, 2nd Floor Tower-B,
Golf Course Road,
Sector 53 Gurugram-122002, Haryana
Tel: 0124-6434501, Fax: 0124-4300643

(hereinafter termed "Supplier")

(Kind Attention – Mr. Haribansh Babu {Vice President Marketing})

Sub: - Bid No. DM/MS/COR-OF/055: Supply, Installation, Commissioning and Maintenance of CORS (Continuously Operating Reference stations) Network including Server with Software and Supply of Rovers and setting up of reference points at approximate 01 km distance along the alignment from Sarai Kale Khan RRTS station to Modipuram RRTS station, Connection to Duhai depot and Modipuram depot (Including Duhai depot and Modipuram depot) of Delhi-Meerut RRTS corridor – Letter of Acceptance (LOA).

Ref: -

- Press Advertisement dated 13.07.2019
- Bid Reference No.DM/MS/COR-OF/055 dated 13.07.2019 including all 07 A&Cs and Prebid Clarifications.
- Technical Bid opened online on 08.11.2019
- Post Bid queries uploaded on 10.12.2019
- Replies to Post Bid queries downloaded on 16.12.2019
- Financial Bid opened online on 30.12.2019

With reference to the above, this is to inform to the Supplier that the Supplier's bid for the subject Services of "Bid No. DM/MS/COR-OF/055: Supply, Installation, Commissioning and Maintenance of CORS (Continuously Operating Reference stations) Network including Server with Software and Supply of Rovers and setting up of reference points at approximate 01 km distance along the alignment from Sarai Kale Khan RRTS station to Modipuram RRTS station, Connection to Duhai depot and Modipuram depot (Including Duhai depot and Modipuram depot) of Delhi-Meerut RRTS corridor", has been accepted by National Capital Region Transport Corporation Ltd. (hereinafter termed as "Purchaser") at total Contract value of INR 2,93,96,681.45/- (Rupees Two Crore Ninety Three Lakhs Ninety Six Thousand Six Hundred Eighty One and Forty Five paise only), hereinafter termed as

Bid No. DM/MS/COR-OF/055 (Page 1 of 4)

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

P: +91 11 41066943 F: +91 11 41066953

M: contactus@ncrtc.in

“Contract Value”, inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges excluding Goods and Services Tax (GST). The Supplier is 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 to the Supplier as per Clause of 15.3 of GCC and its relevant clause of SCC. 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 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 the Addendums / Corrigendum referred above), uploaded on e-bidding portal, considered by the Supplier in the submission of their bid. The Services shall be carried out as per the above scope of work.

As per Clause 14 of GCC, Price Adjustment is not applicable in this Contract.

2.0. ACCEPTED RATES/ COST AND PAYMENT SCHEDULE

The accepted Rates for the Services covered under this Letter of Acceptance (LOA) are stipulated in **Annexure-I (Bill of Quantities)** enclosed to this LOA. The above accepted amount shall inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges except Goods and Services Tax (GST), required to fulfill the Bid conditions including statutory deductions viz. TDS towards Income Tax and Goods and Services Tax (GST) etc. GST shall be paid to the Supplier as per Clause of 15.3 of GCC. GST will be paid extra as applicable on the submission of GST invoices for the first RA bill. 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 due date of such return filing. The final bill / single payment shall be released on the undertaking by the 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.

3.0. COMPLETION PERIOD

In terms of **Clause 1.2 (c) of IFB** of the bid documents, the entire work shall be completed in a period of **38 months** from the date of issue of Letter of Acceptance (LOA).

4.0. SUBMISSION OF PERFORMANCE SECURITY

In terms of Clause 40 of Instructions to Bidders, Section-1 and Clause No. 17.1 of General Conditions of Contract (GCC), and its relevant Clause of SCC of Bid document, within twenty-eight (28) days of receipt of this Letter of Acceptance, the Supplier shall furnish to the Purchaser, a Performance Security in the form of Bank Guarantee as stipulated in Form

Bid No. **DM/MS/COR-OF/055** (Page 2 of 4)





CF-2 of Contract Forms, Section-7 of the bid documents, for an amount of **INR 29,39,668/-** (INR Twenty Nine Lakh Thirty Nine Thousand Six Hundred Sixty Eight Only) being amount equal to 10% (Ten Percent) of the Contract Value. The Performance Bank Guarantee shall be valid upto 12 months beyond the completion period. **The Performance Bank Guarantee must be on "Structure Financial Messaging System (SFMS)" platform. Non-SFMS Performance guarantee shall not be accepted.**

4.1 SUBMISSION OF ADDITIONAL PERFORMANCE SECURITY

In term of ITB Clause 35.5, **M/s Elcome Technologies Pvt Ltd** is required to furnish "Additional Performance Security" for an amount of **INR 13,80,782/- (Rupees Thirteen Lakh Eighty Thousand Seven Hundred Eighty Two Only)**. The validity of this 'Additional Performance Security would be up to the completion period of the Contract as stipulated in ITB Clause 35.5.

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 Supplier with his bid shall be returned as promptly as possible on submission of the required Performance Security by the Supplier and the execution of the Contract Agreement.

6.0. SIGNING OF CONTRACT AGREEMENT

In terms of Clause 41 of Instructions to Bidders, Section-1 of the bid document, the Supplier shall enter into a Contract Agreement with the Purchaser for the Services covered under this Letter of Acceptance within the time limits as specified therein. The Supplier shall be informed by the Purchaser about signing of Contract Agreement on receipt of acceptance of this Letter of Acceptance and Performance Security by the Purchaser.

7.0. OTHER TERMS AND CONDITIONS

The execution of this Contract shall be governed by the various stipulations in the bid documents and Addendum referred above. Any deviation from the above conditions, submitted by the Supplier in their bid, if any, stands withdrawn.

8.0. The Supplier is advised to interact with "Sr.DGM/ Track" for further instructions as regards to the provision of this Contract.

9.0. ACCEPTANCE OF LETTER OF ACCEPTANCE

This Letter of Acceptance is being issued in duplicate, in favor of the Supplier. The copy marked as "Duplicate" is required to be returned by the Supplier, duly signed and stamped on each page by the authorized signatory of the Supplier, as a token of Supplier's



Bid No. **DM/MS/COR-OF/055** (Page 3 of 4)

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 Purchaser and the Supplier till such time a formal Agreement is signed between the Purchaser and the Supplier for the execution of this Contract.

Please acknowledge receipt of the letter.

Your's faithfully,

For & on behalf of
National Capital Region Transport Corporation Limited

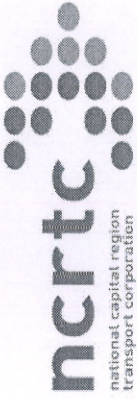
(Dhirendra Mehrotra)
Additional General Manager / Procurement



Enclosed: i. **Annexure I** – Bill of Quantities (Total 06 Pages)
ii. **Annexure II** – List of Related Services and Completion Schedule
(Total 02 Pages)

CC: ED/Design, Sr.DGM/Track, GGM/Finance, AGM /Finance, AGM /Finance/Procurement
GM/Planning, Sr.DGM/HR.

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED



ANNEURE-I

BILL OF QUANTITIES (BOQ)

Bid No. DM/MS/COR-OF/055- " Supply, Installation, Commissioning and Maintenance of CORS (Continuously Operating Reference stations) Network including Server with Software and Supply of Rovers and setting up of reference points at approximate 01 km distance along the alignment from Sarai Kale Khan RRTS station to Modipuram RRTS station, Connection to Duhai depot and Modipuram depot (Including Duhai depot and Modipuram depot) of Delhi-Meerut RRTS corridor."

ANNEURE-I


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



Page 476

**BILL OF QUANTITIES (BOQ)
PREAMBLE**

1	The Bill of Quantities (BOQ) 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 2.0 of LOA.
3	The payment shall be made in sets at the relevant price entered in the Bill of Quantities.
4	The bidder shall attach the sheet for rates calculation for each item.




BILL OF QUANTITIES (BOQ)

A. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

M/s ELCOME TECHNOLOGIES PVT LTD

Name of the Bidder

1	2	3	4	5	6	7	8	9	10	11
Service No.	Description of goods	Country of Origin	Quantity	Unit	Unit Price (including excise duty if any)	Total EXW price per line item (including excise duty if any)	Price per line item for inland Transportation Insurance and other services required to convey the Goods to their final destination & other Taxes.	GST payable per item if contract is awarded	Total price per line item (Including GST) (In INR)	Total price per line item (Excluding GST) (In INR)
	Equipments pertaining to Control Centre including 5 years comprehensive warranty									
	a. GNSS Set as detailed in S.No. 1 of sub-section 3 Technical Specifications of section 8 Scope of Work	INDIA	1	Set	1888125.00	1888125.00	18881.25	343261.13	2250267.38	1907006.25
	b. All other sub-component as detailed in SI. 2 of sub-section 3 Technical Specifications of section 8 Scope of Work	INDIA	1	Set	125000.00	125000.00	1250.00	22725.00	148975.00	126250.00
	1.c. Software Solution With all sub-component as detailed in SI. 5 of sub-section 3 Technical Specifications of section 8 Scope of Work	SWITZERLAND	1	Set	2501250.00	2501250.00	25012.50	454727.25	2960969.75	2526262.50
2	Equipments pertaining to Receiver Station including 5 years comprehensive warranty									
	2.a. GNSS Set as detailed in S.No. 1 of sub-section 3 Technical Specifications of section 8 Scope of Work	SWITZERLAND	10	Set	756822.00	7568220.00	7568.22	137590.24	8019804.60	7643902.20
	2.b. All other sub-component as detailed in SI. 3 of sub-section 3 Technical Specifications of section 8 Scope of Work	SWITZERLAND	10	Set	101000.00	1010000.00	1010.00	18361.80	1203718.00	1020100.00
3	Rovers for Field Survey as detailed in SI. 1 of Sub-Section 3 Technical Specifications of section 8 Scope of Work including 5 years comprehensive warranty	SWITZERLAND	12	Set	517500.00	6210000.00	5175.00	94081.50	7401078.00	6272100.00
4	Equipments pertaining to Communication Network With all sub-component as detailed in SI. 4 of Sub-Section 3 Technical Specification of section 8 Scope of Work including 3 years comprehensive warranty	INDIA	1	Set	1828750.00	1828750.00	18287.50	332466.74	2179504.24	1847037.50
Total Price (INR)									25184336.97	21342658.45



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Note :- The payment terms detail of above items will be dealt as per the Annexure-'A'

ANNEXURE-'A'

1	2	3	4	5	6
Service No.	Description of goods	Payment stage-I	Payment stage-II	Payment stage-III	Payment stage-IV
1	Equipments pertaining to Control Centre including 5 years comprehensive warranty				
	1.a. GNSS Set as detailed in S.No. 1 of sub-section 3 Technical Specifications of section 8 Scope of Work	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
	1.b. All other sub-component as detailed in Sl. 2 of sub-section 3 Technical Specifications of section 8 Scope of Work	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
	1.c. Software Solution With all sub-component as detailed in Sl. 5 of sub-section 3 Technical Specifications of section 8 Scope of Work	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
2	Equipments pertaining to Receiver Station including 5 years comprehensive warranty				
	2.a. GNSS Set as detailed in S.No. 1 of sub-section 3 Technical Specifications of section 8 Scope of Work	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
	2.b. All other sub-component as detailed in Sl. 3 of sub-section 3 Technical Specifications of section 8 Scope of Work	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
3	Rovers for Field Survey as detailed in Sl. 1 of Sub-Section 3 Technical Specifications of section 8 Scope of Work including 5 years comprehensive warranty	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network
4	Equipments pertaining to Communication Network With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of section 8 Scope of Work including 3 years comprehensive warranty	70% on satisfactory Supply of item.	20% after successful commissioning of full CORS network	5% after one year of successful operation of full CORS network	5% after second year of successful operation of full CORS network



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BILL OF QUANTITIES (BOQ)

B. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

M/s ELCOME TECHNOLOGIES PVT LTD

Name of the Bidder							
1	2	3	4	5	5	7	
Service No.	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Unit	Quantity	Unit Price	GST payable per item if contract is awarded	Total price per line item (Including GST) (In INR)	Total price per line item (Excluding GST) (In INR)
1	At Control Centre, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to Control Centre as detailed in SI. 1.2.3.4 and 5 of Sub-Section 3 Technical Specification of Section VIII "Scope of Work", and installation of software solution and testing of whole system	Nos	1 Control Station	400000.00	72000.00	472000.00	400000.00
2	At each receiver station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of all other equipments pertaining to receiver station and necessary Electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as detailed in SI. 1.2.3.4 and 5 of Sub-Section 3 Technical Specification of Section VIII "Scope of Work", and testing	Nos	10 Receiver Stations	311875.00	56137.50	3680125.00	3118750.00
3	Training (including Class room as well as Onsite) of all types (as required) to NCRTC personnel in operational support, Run and Maintainance (Pre-emptive and Emergency) of all components of the CORS Network so as enable NCRTC to under-take the transfer on completion of the contract	Lump Sum	Training of 20 persons each sub component of CORS Network.	15625.00	2812.50	368750.00	312500.00
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of CORS Network system.	Set	1 Set	6248.00	1124.64	7372.64	6248.00
5	Comprehensive on-site full operational and maintenance support for all components of the CORS system for a period of 3 years, excluding payment of monthly electricity and communication line (ADSL/Broadband as well as GSM/CDMA) bills	Quarter	for a period of 12 quarters Starting from date of commissioning	300000.00	54000.00	4248000.00	3600000.00
6	Comprehensive Insurance of Equipments installed at all receiver stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period	Year	Starting from date of installation till completion of contractual period	616525.00	110274.50	727499.50	616525.00
Total Price (INR)						9503747.14	8054023.00



31/1/2020

9596

Note :- The payment terms detail of above items will be dealt as per the Annexure-'B'

ANNEXURE-B

1	2	3	4
Service No.	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Payment stage-I	Payment stage-II
1	At Control Centre, Site preparation including Civil and Electric works, establishment of communication network, and installation and commissioning of All other equipments pertaining to Control Centre as detailed in Sl. 1, 2, 3, 4 and 5 of Sub-Section 3 Technical Specification of Section VIII "Scope of Work", and installation of software solution and testing of whole system	80% on satisfactory completion of the activity.	20% after successful commissioning of CORS network
2	At each receiver station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of all other equipments pertaining to receiver station and necessary electricity and communication line (ADSL/Broadband as well as GSM/CDMA connection, as detailed in Sl. 1, 2, 3, 4 and 5 of Sub-Section 3 Technical Specification of Section VIII "Scope of Work", and testing	80% on satisfactory completion of the activity.	20% after successful commissioning of CORS network
3	Training (including Class room as well as Onsite) of all types (as required) to NCRTC personnel in operational support, Running and Maintenance (Preventive and Emergency) of all components of the CORS Network so as to enable NCRTC to under-take the transfer on completion of the contract	100% on issue of satisfactory completion certificate of training from the employer.	Nil
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of CORS Network system.	100% on issue of satisfactory completion certificate from the employer.	Nil
5	Comprehensive on-site full operational and maintenance support for all components of the CORS system for a period of 3 years, excluding payment of monthly electricity and communication line (ADSL/Broadband as well as GSM/CDMA) bills	100% on satisfactory completion of the activity after each quarter.	Nil
6	Comprehensive Insurance of Equipments installed at all receiver stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period	100% on submission of insurance certificate for Starting from date of installation till completion of contractual period and issue of satisfactory completion certificate from the employer.	Nil

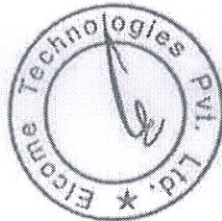


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Annexure-11

5. LIST OF RELATED SERVICES AND COMPLETION SCHEDULE

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services] [Insert after modifying as appropriate deleting inapplicable items from the following:]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
1	At Control Centre, Site preparation including Civil and Electric works, establishment of communication network, and installation and commissioning of All other equipments pertaining to Control Centre as mentioned in Technical Specifications of Section VIII Scope of work, and installation of software solution and testing of whole system	1	Nos	At NCRTC CO, New Delhi / Designated place by NCRTC	60 days from date of signing contract Accepted
2	At each receiver station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to receiver station, and Electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as mentioned in Technical Specifications of Section VIII Scope of work, and testing	12	Nos	As per requirements suggested by supplier with approval of NCRTC	60 days from date of signing contract. Accepted
3	Training (including Class room as well as Onsite) of all types (as required) to Survey of India personnel in operational support , Running and Maintenance (Preventive and Emergency) of all components of the CORS Network so as to enable NCRTC to undertake the transfer on completion of the contract	Training on each sub component of CORS Network	NOS	At NCRTC CO, New Delhi / Designated place by NCRTC	With in 30 days from date of commissioning Accepted



4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system	2	Set	At NCRTC CO, New Delhi	With in 30 days from date of commissioning
5	Comprehensive on-site full operational and maintenance support for all components of the network CORS system for a period of 3 years (payment of monthly electricity and communication line isuch as ADSL/Broadband as well as GSM/CDMA shall be borne by NCRTC)	1 control station and 12 receiver station for period of 3 years	Nos	At Control Station as well as at Each receiver Stations,	Starting from date of commissioning Accepted
6	Comprehensive Insurance of Equipments installed at all receiver stations against theft, fire, vandalism from the date of installation till completion of contractual period .	10 receiver stations	Nos	At each receiver stations	Starting from date of installation till completion of contractual Period Accepted



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21/1/2020