

## LETTER OF ACCEPTANCE

To,  
**Consortium of M/s Alstom Transport India Limited and M/s Alstom Ferroviaria SPA**  
Ottavio Moreno 23, 12038  
Savigliano, Italy  
Tel:- +39 0172718339  
Email: marco.barale@alstomgroup.com  
(hereinafter termed as "Contractor")

(Kind Attention- **Mr. Marco BARALE, Authorized Representative**)

**Sub: - Bid No: DM/ST/COR-OF/100, Package 24: Design, Supply, Installation, Testing and Commissioning of Signalling & Train Control, Platform Screen Doors and Telecommunication Systems for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC- Letter of Acceptance (LOA)**

### Ref: -

- i. Press Notification dated 17.04.2020
- ii. Bid Reference No. DM/ST/COR-OF/100 dated 17.04.2020.
- iii. Addendum & Corrigendum No. 1A & 1B dated 11.05.2020
- iv. Addendum & Corrigendum No. 1C dated 15.06.2020
- v. Addendum & Corrigendum No. 2A & 2B dated 16.06.2020
- vi. Addendum & Corrigendum No. 03 dated 18.06.2020
- vii. Addendum & Corrigendum No. 4 dated 11.07.2020
- viii. Addendum & Corrigendum No. 4A dated 28.07.2020
- ix. Addendum & Corrigendum No. 4B dated 21.08.2020
- x. Addendum & Corrigendum No. 5A & 5B dated 24.08.2020
- xi. Addendum & Corrigendum No. 6A & 6B dated 01.09.2020
- xii. Addendum & Corrigendum No. 7A & 7B dated 08.09.2020
- xiii. Addendum & Corrigendum No. 08 dated 13.09.2020
- xiv. Addendum & Corrigendum No. 9A & 9B dated 18.09.2020
- xv. Addendum & Corrigendum No. 10 dated 26.09.2020
- xvi. Contractor's Technical Bid opened on 08.10.2020
- xvii. Post Bid Clarification of Bid dated 30.10.2020
- xviii. Contractor's response to Post Bid Clarification of Bid dated 09.11.2020 and 16.11.2020
- xix. Contractor's Financial Bid opened on 04.12.2020

With reference to the above this is to inform to the Contractor that the Contractor's bid for the subject work of "**DM/ST/COR-OF/100, Package 24: Design, Supply, Installation, Testing and Commissioning of Signalling & Train Control, Platform Screen Doors and Telecommunication Systems for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC**" (hereinafter termed as the "Work") has been accepted by



National Capital Region Transport Corporation Ltd (hereinafter termed as “Employer”) at a total contract price of **INR 910,52,41,280 (Indian Rupees Nine Hundred Ten Crore Fifty Two Lakhs Forty One Thousand Two Hundred Eighty only) {consisting of EURO 29,684,375.02 (Euro Twenty Nine Million Six Hundred Eighty Four Thousand Three Hundred Seventy Five and Two Cent only), USD 17,914,194.96 (USD Seventeen Million Nine Hundred Fourteen Thousand One Hundred Ninety Four and Ninety Six Cents only) and INR 521,02,52,697.27 (Indian Rupees Five Hundred Twenty One Crore Two Lakh Fifty Two Thousand Six Hundred Ninety Seven and Twenty Seven Paisa only)}**, hereinafter termed as “Contract Price”. This Contract Price is inclusive of all the applicable duties, taxes (except Custom Duty and Goods and Services Tax (GST)), royalties, cess and other levies payable by the Contractor under the Contract or for any other cause etc. This Contract Price is towards timely and satisfactory completion of the Works and fulfilment of the Bid conditions in its entirety.

The scope of work, Payment Schedule, Price Adjustment and terms/conditions applicable to this LOA are as under:

### **1.0 Scope of Work**

In terms of **Clause 1.1 of Instructions to Bidders, Section-1** of the bidding documents, the Scope of Work covered under this LOA shall be as stipulated in **Part-II Employer’s Requirements** of the bidding documents read with Addendum & Corrigendum referred above and considered by the Contractor in preparation and submission of their bid. The Work shall be carried out as per the referred Scope of Work.

### **2.0 Accepted Rates/Cost and Payment Schedule**



**2.1** In terms of **Clause 7.1 of Preamble to Financial Bid** of the bidding documents, for the purpose of payments, the Contract Price for the Works shall be apportioned amongst various Cost Centre which will be further distributed amongst various Milestones/Items stage wise included in that Cost Centre, separately for foreign currencies and for the Rupee portion.

**2.2** In terms of **Clause 13.7 of Particular Conditions of Contract Part-B, Section 9** of the bidding documents, adjustment due to changes in cost is not applicable in this Contract. In terms of **Clause 13.3A(2) of Particular Conditions of Contract Part-B, Section 9** of bidding documents, escalation as per CPI and PPI indices submitted in Table of Adjustment Data shall be applicable on Pricing Mechanism for order after the last ROD.

### **3.0 Completion Period**

In terms of **Clause 1.1.86 of Particular Conditions of Contract Part-A, Section 8** of the bidding documents, the entire Work shall be completed in a period of **1613 days** from the **Commencement Date**.

The work shall be executed as per the Key Dates stipulated in **Part-II Employer’s Requirements**. In terms of **Clause 8.1 of General Conditions of Contract, Section 7**, this LOA shall be treated as Notice to the Contractor for commencing the execution of the Works from **24.12.2020 (Commencement Date)**.

#### 4.0 Submission of Performance Security

In terms of **Clause 45 of Instructions to Bidders, Section-1**, of the bidding documents, within 28 days of receipt of this Letter of Acceptance by the Contractor, the Contractor shall furnish to the Employer a Performance Security in any of the forms stipulated in **Clause 4.2 of Particular Conditions of Contract Part-B, Section-9** of the bidding document for an amount of **EURO 2,968,438 (Euro Two Million Nine Hundred Sixty Eight Thousand Four Hundred Thirty Eight only), USD 1,791,419 (USD One Million Seven Hundred Ninety One Thousand Four Hundred Nineteen only) and INR 52,10,25,270 (Indian Rupees Fifty Two Crore Ten Lakh Twenty Five Thousand Two Hundred Seventy only)** being amount equal to 10% (Ten Percent) of the Contract Price. The Bank Guarantee Performance Security shall be valid till 28 days beyond Defects Notification Period. The original Performance Security shall be submitted to Procurement Cell of NCRTC (Corporate Office) as per Clause 10 of IFB.

#### 5.0 Release of Bid Security

In terms of **Clause 19.6 of Instructions to Bidders, Section-1**, of the bidding documents, the bid security submitted by the Contractor with his bid shall be returned upon the signing the Contract and on receipt of the performance security by the Employer or the condition stipulated in bidding documents.

#### 6.0 Signing of Contract Agreement

In terms of **Clause 44 of Instructions to Bidders, Section-1**, of the bidding documents, the Contractor shall enter into a Contract Agreement with the Employer for the Works covered under this LOA within the time limits as specified therein. The Contractor shall be informed by the Employer about signing of Contract Agreement on receipt of acceptance of this LOA and Performance Security by the Employer.

#### 7.0 Other Terms and Conditions



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

#### 8.0 Specialist Subcontractor

**M/s Nokia solutions and Networks India Private Limited and M/s Ericsson India Private Limited** proposed as a Specialist Sub contractor for LTE systems in the bid are accepted by the Employer. **M/s Fangda Intelligent Innovation Technology Co. Limited** proposed as a Specialist Sub contractor for PSD system in the bid is accepted by the Employer.

#### 9.0 Nomination of Engineer

In terms of **Clause 1.1.35 & 1.3 (d) of Particular Conditions of Contract Part-A, Section-8**, of the bidding documents, it is to inform that General Consultant AIAI-GC (Ayesa-Italferr-Ayesa India JV), GC Office, CWG Flyover at Khel Gaon, New Delhi-110092 has been appointed as the Engineer for the subject Contract. Contractor is advised to interact with the above for further instructions as regards the execution of the Works.


## 10.0 Acceptance of the LOA

This Letter of Acceptance is being issued in Two Original and identical sets, in favour of the Contractor. Any one set may be retained by the Contractor and the other set is required to be returned by the Contractor, duly signed and stamped stating "Unconditionally accepted" on each page by the authorized signatory of the Contractor, as a token of Contractor's unconditional acceptance of the same so as to reach the undersigned within seven days of issue of this letter. This LOA shall constitute a binding agreement between the Employer and the Contractor till such time a formal agreement is signed between the Employer and the Contractor for the execution of this contract.

Please acknowledge receipt of the letter.

Yours faithfully,

For & on behalf of  
National Capital Region Transport Corporation Limited

  
10.12.2020  
**(Navneet Kaushik)**  
**Director/Systems**

