

**LETTER OF ACCEPTANCE**

To,

**The Boston Consulting Group (India) Private Limited**  
14th Floor, Nariman Bhawan, 227 Nariman Point,  
Mumbai- 400021  
Tel: 0124-4596000  
Fax: 0124-4596001  
Email: subudhi.suresh@bcg.com  
(hereinafter termed as 'Consultant')

Kind attention: **Mr. Sunkuru Suresh Subudhi**, (Authorized Representative)

**Sub: DM/GC/COR-OF/081: Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region – Letter of Acceptance (LOA).**

- Ref: -**
- (i) Press Advertisement dated 23.10.2019
  - (ii) Bid reference No. DM/GC/COR-OF/081, dated 31.10.2019
  - (iii) Addendum & Corrigendum-01 uploaded on e-portal on 06.11.2019
  - (iv) Addendum & Corrigendum-02 uploaded on e-portal on 13.12.2019
  - (v) Addendum & Corrigendum-03 uploaded on e-portal on 05.01.2020
  - (vi) Addendum & Corrigendum-04 uploaded on e-portal on 25.01.2020
  - (vii) Addendum & Corrigendum-05 uploaded on e-portal on 06.02.2020
  - (viii) Addendum & Corrigendum-06 uploaded on e-portal on 16.03.2020
  - (ix) Addendum & Corrigendum-07 uploaded on e-portal on 18.03.2020
  - (x) Addendum & Corrigendum-08 uploaded on e-portal on 07.04.2020
  - (xi) Addendum & Corrigendum-09 uploaded on e-portal on 07.05.2020
  - (xii) Addendum & Corrigendum-10 uploaded on e-portal on 21.05.2020
  - (xiii) Your Technical Bid opened on 17.06.2020
  - (xiv) NCRTC Letter for Presentation dated 13.08.2020 & 19.08.2020
  - (xv) Your Presentation dated 01.09.2020
  - (xvi) Post Bid clarification vide E-mail dated 15.09.2020
  - (xvii) Replies to Post Bid queries received on 16.09.2020
  - (xviii) Your financial bid opened on 06.10.2020

(xix) NCRTC's E-mail Letter no. DM/GC/COR-OF/081 dated 07.10.2020 inviting the consultant for-Negotiation dated 07.10.2020.

(xx) NCRTC's Email for Negotiation Though Video Conferencing (VC) conducted on 09.10.2020

(xxi) Your Declaration vide mail dated 08.10.2020

(xxii) Your undertaking for Form of Negotiation vide mail dated 09.10.2020

(xxiii) Your Re-declaration vide mail dated 09.10.2020

(xxiv) Negotiation Meeting held on 09.10.2020

(xxv) Your Letter vide mail dated 12.10.2020 for replacement of Associated expert

(xxvi) Your Letter vide mail dated 14.10.2020 for replacement of Associated expert - 3

With reference to the above this is to inform to the Consultant that the Consultant's bid for the subject services of **"DM/GC/COR-OF/081: Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region"** (hereinafter termed as the "Services") has been accepted by National Capital Region Transport Corporation Limited (hereinafter termed as the "Employer") at total contract price of **INR 19,25,00,000 (Indian Rupees Nineteen Crore Twenty Five Lakh only)**, hereinafter termed as **"Contract Price"**. This Contract Price is inclusive of all taxes, levies, duties, royalties, incidental charges and any other charges leviable, including tax deducted at source, withholding tax, statutory deductions etc. but excluding Goods & Services Tax (GST). This Contract Price is towards timely and satisfactory completion of the Services and fulfilment of the bid conditions in its entirety. 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 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 Consultant in preparation and submission of their bid. The Services shall be carried out as per the referred Scope of Work.

### **2.0 Payment Schedule and Price Adjustment**

**2.1** In terms of **Preamble to Financial Bid, Part III** of the bidding documents, for the purpose of payments, the Contract Price for the Services shall be divided amongst various Cost



Centre as indicated in **Clause E.5 of Scope of Works, Section-8** of the bidding documents subject to regulations prescribed in the bidding documents. The apportioned amount for various Cost Centres/items of Services covered under this LOA are stipulated in the Annexure-A (Bill of Quantities) enclosed to this LOA.

**2.2** In terms of **Clause 50.3 of Particular Conditions of Contract, Section-6** of bidding documents, no price adjustment is payable on the accepted Contract Price.

### **3.0 Completion Period**

In terms of **Clause 14.1 of Particular condition of Contract, Section -6** of the bidding documents, the contract period shall be **18 months** from Commencement of Services. The Consultant shall begin carrying out the Services not later than 15 days from the date of issue of this LOA **i.e. 30.10.2020** (Commencement date of Services). The Effective Date shall be the date of issue of this LOA.

### **4.0 Submission of Performance Security**

In terms of **Clause-43 of Instructions to Bidders, Section-1 and Clause No. 51 of General Conditions of Contract (GCC)/Particular Conditions of Contract (PCC)** of bidding document, within twenty-eight (28) days of the issue of this LOA, the Consultant shall furnish to the Employer, a Performance Security in the form of Bank Guarantee in the prescribed format stipulated in **Form COF/03 of Contract Forms, Section-07** of the bidding documents, for an amount of **INR 1,92,50,000 (INR One Crore Ninety Two Lakh Fifty Thousand Only)** being equal to **10% (Ten Percent)** of the Contract Price stated above. the Performance Bank Guarantee shall be issued on "Structure Financial Messaging System (SFMS)" platform. The Performance Security shall be valid till stipulated contract/assignment period plus two months. The original Performance Security shall be submitted to Procurement Cell of NCRTC (Corporate Office) as per **Clause 1.2 (k) of IFB** of the bidding documents.

### **5.0 Release of Bid Security**

In terms of **Clause ITB 19.5 of Instructions to Bidders, Section-1** of the bidding 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 conditions stipulated in the bidding documents.



#### **6.0 Deployment of Experts**

The details of the Experts as proposed by the Consultant in its technical bid including negotiations are enclosed as Annexure-B to this LOA. In terms of **Clause 11.1 of Particular Conditions of Contract, Section-6**, the Consultant shall deploy these Experts in carrying out the stipulated services under this LOA.

#### **7.0 Signing of Contract Agreement**

In terms of **Clause ITB 44 of Instructions to Bidders, Section-1** of the bidding documents, the Consultant shall enter into a contract agreement with the Employer for the Services 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**

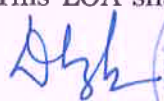

The execution of this contract shall be governed by the various stipulations in the bidding documents and its addendum/corrigendum referred above. Any deviation from the above conditions, submitted by the Consultant in its bid, if any, stands withdrawn.

#### **9.0 Nomination of Authorized Representative of the Employer**

In terms of **Clause No. 9 of General Conditions of Contract (GCC), Section-5 and Clause No. 9.1 of Particular Conditions of Contract (PCC), Section-6** of bidding documents, the Authorized Representative of the Employer for the subject Contract shall be intimated subsequently in due course of time.

#### **10.0 Acceptance of the LOA**

This LOA is being issued in Two Original and identical sets, in favour of the Consultant. Any one set may be retained by the Consultant and the other set is required to be returned by the Consultant, duly signed and stamped stating "Unconditionally accepted" on each page (including the enclosures) 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 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.



7/8,  
Siri Fort Institutional Area  
August Kranti Marg  
New Delhi-110049

(Dhanesh Gupta)

**Group General Manager/ Procurement**

**Encl:** (i) **Annexure -A-** Bill of Quantity (**BOQ**).  
(ii) **Annexure-B-** Key experts

**Copy to: CPM-I/DLI-SNB, GGM/Finance, GM/Planning, Sr. DGM HR.**

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED**



**Annexure-A**

**DM/GC/COR-OF/081 -Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region**

**PART-III**

**Bill Of Quantity (BOQ)**

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LTD.,**

**7/6, SIRIFORT INSTITUTIONAL AREA,**

**AUGUST KRANTI MARG, NEW DELHI -110 049**



BOQ  
PREAMBLE/1

|   |  |
|---|--|
| 1 | The BOQ should be read in conjunction with Instruction to Bidders, General and Special Conditions of Contract, Notice for Invitation of bids and Employer's Requirements   |
| 2 | The Financial Bid shall be uploaded online on the e-bidding portal of NCRTC as mentioned in clause 1.2 (f) of IFB (Bid Schedule). Bidders to kindly note that they are required to download the excel file, complete the unprotected cell (highlighted in blue colour) by filling in Financial/other details and upload the same without changing the filename. Bidders are not permitted to modify cells other than unprotected cells. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.  |
| 3 | The accepted Lump Sum amount for the provision of Services set out in bid documents shall be inclusive of all taxes, withholding taxes, duties, levies, cess, Royalties, insurances & all other incidental charges required to fulfill the obligations under the provision of services including statutory deductions viz. TDS towards Income Tax and TDS towards Goods and Services Tax (GST) etc except Goods and Services Tax. GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified GST invoices as per the prevailing Government rules. Goods and Service Tax [GST] will be paid extra as applicable on the submission of GST Invoices for first lump sum installment payments. The subsequent lump sum installment payments shall be processed for payment upon submission of documentary evidence towards payment of GST collected on the previous lump sum installment payments to the GST Authorities. However, if subsequent bills are raised before the return submission date of previous Bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filing. The Final payment /single payment, payment shall be released on the undertaking by the Consultant for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates. |
| 4 | In order to facilitate Consultant for Intermediate payments, the Lump Sum cost shall be divided in different cost centers as indicated in E.5 of Section 8 Scope of Works subject to regulations prescribed in the bid documents   |



**BOQ****SUMMARY SHEET/R1**

Name of Work: DM/GC/COR-OF/081 -Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region

| NAME OF BIDDER |  |          | The Boston Consulting Group (India) Private Limited |
|----------------|--|----------|---|
| S.No.          | Description  | Unit     | Amount (In INR)<br>(in figures)                     |
| I              | II   | III      | IV  |
| 1              | Lumpsump cost for Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region | Lump Sum | 19,25,00,000.00                                     |





Name of Work: DM/GC/COR-OF/081 -Consultancy services for establishment of Project Monitoring & Strategic Support Unit (PMSSU) for implementation of Regional Rapid Transit System in National Capital Region

Payment Schedule- Apportionment in Cost Centers

NOTE: The lumpsum amount quoted for item S.No. 1 of "Summary Sheet (Appendix-I)" shall be distributed as per the percentages mentioned below.

| S.No   | Description of major cost centers as per Section 8 Clause E.5  | Percentage of Lump Sum Price | Amount          |
|--|--|------------------------------|-----------------|
| I  | II   | III                          | IV              |
| 1  | Approval of Inception report depicting methodology, timelines and work-plan  | 4%                           | 77,00,000.00    |
| 2  | Creating a functional project dashboard (Associated Work Stream – Project Dashboard) and its approval by employer  | 4%                           | 77,00,000.00    |
| 3  | Approval of Technology roadmap for NCRTC (with initiatives for short term less than 1-year, medium term 1-2 years and long term beyond 2 years) (Associated Work Stream – Technology Roadmap)  | 5%                           | 96,25,000.00    |
| 4  | Approval of Detailed Road Map for Passenger Business strategy (with initiatives for short term less than 1-year, medium term 1-2 years and long term beyond 2 years) (Associated Work Stream – Passenger Business Strategy)  | 5%                           | 96,25,000.00    |
| 5  | Approval of Innovative financing strategy for NCRTC (Associated Work Stream – Innovative Financing)  | 4%                           | 77,00,000.00    |
| 6  | Approval of Framework for Governance structure (Associated Work Stream – Governance Structure)   | 5%                           | 96,25,000.00    |
| 7  | Approval of Detailed Financial Sustainability strategy (Associated Work Stream – Financial Sustainability strategy)  | 5%                           | 96,25,000.00    |
| 8  | Ongoing implementations support with preparation of ToRs, Organization of workshops, supporting the team in executing the ideas on ground. Monthly progress report (M2, M2, M3, M4... M17) focusing on the following,<br>• Status against most optimal and realistic project plan, key risks and mitigation plans suggested – with details of responsible stakeholders<br>• Modular reports across the workstreams including one or more expected outcomes as laid out in the inception report, minutes of meetings from PMSSU reviews, etc. | 48%                          | 9,24,00,000.00  |
| 9  | Final deliverable, handover report and Monthly Progress report (M-18): Integrated and detailed strategy program management report for 18 months  | 20%                          | 3,85,00,000.00  |
|  |  | 100%                         | 19,25,00,000.00 |
| 1.All other cost associated with delivering this consultancy work shall be deemed to be included in the above cost centers |  |                              |                 |



**ANNEXURE-B**

**Sub: DM/GC/COR-OF/081:** Engagement of Project Monitoring and Strategic Support Unit for implementation of Regional Rapid Transit System (RRTS) Corridors in NCR

**DETAILS OF EXPERTS OF THE CONSULTANT**

| <b>S. No.</b> | <b>Position of Experts</b>                  | <b>Name of the Experts</b> | <b>Date of Birth</b> |
|---------------|---|----------------------------|----------------------|
| 1             | Project Director (Additional)               | Sh. Rajat Modwel           | 28.07.1964           |
| 2             | Senior Expert (Additional)                  | Sh. Saurabh Bakliwal       | 27.11.1980           |
| 3             | Strategy and Implementation Support Expert  | Sh. Mirko Pahl             | 20.06.1970           |
| 4             | Project Controls and Risk Management Expert | Sh. Sylvain Duranton       | 15.11.1968           |
| 5             | Passenger Business Expert                   | Sh. Felix Reszewski        | 13.12.1979           |
| 6             | Governance Structure Expert                 | Sh. Agnes Audier           | 03.11.1964           |
| 7             | Commercial Strategy & Real Estate Expert    | Sh. Naoto Kubo             | 21.04.1966           |
| 8             | Analytics & Technology Expert               | Sh. Joachim Engesser       | 01.01.1978           |
| 9             | Project Monitoring & MIS Expert             | Sh. Malcolm Owens          | 1951                 |
| 10            | Project Financing Cum PPP Expert            | Sh. Suresh Subudhi         | 28.12.1979           |
| 11            | Associate Expert-1                          | Sh. Nitima Malhotra        | 11.05.1990           |
| 12            | Associate Expert -2                         | Sh. Rishi Bigghe           | 27.01.1991           |
| 13            | Associate Expert -3                         | Sh. Shubhika Bilgrami      | 30.09.1989           |

