

DM/OM/COR-OF/144

Dated: 06.05.2022

**LETTER OF ACCEPTANCE**

To,

**M/s DB Engineering and Consulting GmbH**

Hulkul Brigade Centre, 3<sup>rd</sup> Floor,

North Wing, No. 82/1,

Lavelle Road, Bangalore 560001,

Karnataka, India

Ph. +91-8046553700

Email: [ratul.gruss@deutschebahn.com](mailto:ratul.gruss@deutschebahn.com)

(hereinafter termed as "Operator")

[Kind Attention- Mr. Nataraj K M (Executive Director-India)]

**Sub: Bid No. DM/OM/COR-OF/144: Operations & Maintenance of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System (RRTS).**

Ref: -

- i. Press Advertisement dated 26.05.2021
- ii. RFP Document No. DM/OM/COR-OF/144 dated 26.05.2021 including all A&Cs pertaining to RFP and O&M Agreement (07 in number) and Pre-Bid Replies.
- iii. Your Non-Disclosure Undertaking (NDU) received on 02.06.2021 on CPP Portal and approved by NCRTC on 22.06.2021.
- iv. Technical Bid submitted on 09.12.2021 and opened online on 10.12.2021.
- v. Post Bid queries (Shortfall document) dated 04.01.2022 through CPP Portal.
- vi. Your Post Bid Replies downloaded from CPP Portal on 14.01.2022.
- vii. Your Post Bid Replies received through email dated 21.01.2022.
- viii. Financial Bid opened online on 09.03.2022.
- ix. This Office Letter Number DM/OM/COR-OF/144 dated 01.04.2022 regarding replacement of Key Personnel.
- x. Your Letter Number Nil dated 21.04.2022 regarding submission of CVs of the proposed Key Personnel.
- xi. Procurement Cell Email dated 22.04.2022 regarding time extension for submission of CVs of the proposed Key Personnel.
- xii. Your Letter Number Nil dated 05.05.2022 Regarding submission of CVs of the proposed Key Personnel.



O&M (LOA) Page 1 of 3

1. This is to notify you that your Bid dated 09.12.2021, for performing the obligations under “**Bid No. DM/OM/COR-OF/144: Request For Proposal for Operations & Maintenance of the Delhi – Ghaziabad – Meerut Regional Rapid Transit System (RRTS)**” for the Contract Amount of **INR 1493,08,71,761/- (Indian Rupees One Thousand Four Hundred Ninety Three Crore Eight Lakhs Seventy One Thousand Seven Hundred Sixty One only)** is hereby accepted by National Capital Region Transport Corporation Limited. The amount includes all the applicable taxes and duties (**except Goods and Service Tax {GST}**), royalties, cess and other levies payable by the contractor under the contract or for any other cause etc. The Operations and Maintenance services shall be carried out by the Operator as per the scope of work and payment shall be made as specified in Draft Operation & Maintenance Agreement.
2. **Formation of SPV:** In terms of Clause 2.2.6 of RFP Document, you are required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the SPV), to execute the O&M Agreement and undertake the Operations & Maintenance of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System (RRTS).
3. **Submission of Performance Security:** (a) In terms of Clause 2.27.1 of RFP Document, you are required to furnish the Performance Security **07 (seven) days prior to signing of O&M Agreement** for an amount of **INR 44,79,26,153/- (Indian Rupees Forty Four Crore Seventy Nine Lakhs Twenty Six Thousand One Hundred Fifty Three Only)**. The Performance Security shall be submitted in the form of irrevocable and unconditional guarantee as per the format set out in RFP document. Until such time the Performance Security is provided and the same comes into effect, your Bid Securing Declaration shall remain in force and effect, and upon such provision of the acceptable Performance Security pursuant hereto, the Bid Securing Declaration shall be considered as expired.  
  
(b) In terms of Clause 2.27.2 of RFP Document, the Performance Security submitted by you shall remain in force and effective till the expiry of 6 (six) months from the Transfer Date (as defined in the Draft O&M Agreement).
4. **Signing of O&M Agreement:** In terms of Para (C) of Performa of Draft Operation & Maintenance Agreement (R2 Version), you are required to execute/sign the Operation & Maintenance Agreement within 45 Days from date of issue of this Letter of Acceptance (LOA). Further in terms of Clause 2.2.6 of RFP Document, you are requested to submit the following document prior to Execution of O&M Agreement.
  - a. a certificate of incorporation of the SPV;
  - b. memorandum of association of the SPV;
  - c. articles of association of the SPV; and
  - d. the then applicable shareholding pattern (on a fully diluted basis) of the SPV, in each case, certified to be true by any director of the SPV.
5. **Deployment of Key Personnel:** In terms of Article 13 (Key Personnel) of Draft Operation & Maintenance Agreement, you are required to deploy Key Personnel as proposed by you and accepted by NCRTC within 30 (thirty) days of signing of Operation & Maintenance Agreement. The details of Key Personnel to be deployed are tabulated under Table-1 below:





**Table-1****Details of Key Personnel**

S.No.	Name	Designation of Key Personnel
1.	Mr. Kumar Keshav	Chief Executive Officer (CEO)
2.	Mr. Dirk Fischer	Chief Operating Officer (COO)
3.	Mr. Arun Kumar Bhardwaj	Chief Safety Officer (CSO)
4.	Mr. Anil Kumar Agarwal	Chief Maintenance Officer (CMO)
5.	Mr. Pritam Kumar	Chief Commercial Officer and Passenger Business

**6. Commencement of License Period:** In terms of Article 4.3 of Draft Operation & Maintenance Agreement, the date on which all the Conditions Precedent specified in Clause 4.1.2 of Draft Operation & Maintenance Agreement are satisfied or waived, as the case may be, within a period of 30 (thirty) days from the signing of Operation & Maintenance Agreement shall deemed to be the Appointed Date which shall be the date of commencement of the License Period.

**7. Acceptance of Letter of Acceptance**


This Letter of Acceptance is being issued in Duplicate (two Original and identical sets), in favor of the Operator. Any one set may be retained by the Operator and the other set is required to be returned by the Operator, duly signed and stamped stating "Unconditionally accepted" on each page (including the enclosures) by the authorized signatory of the Operator, as a token of Operator's unconditional acceptance of the same so as to reach the undersigned within seven days of receipt of this letter. This Letter of Acceptance shall constitute a binding Agreement between the Employer and the Operator till such time a formal O&M Agreement is signed between the Employer and the Operator for the execution of this Contract.

Please acknowledge receipt of the letter.

Yours faithfully,

For & on behalf of  
National Capital Region Transport Corporation Limited

*Unconditionally accepted*

**(Navneet Kaushik)**  
Director/ Systems & Operations

**Encl.: Financial Bid.**

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED**



**Name of work: Bid No.DM/OM/COR-OF/144 : Operation & Maintenance of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System (RRTS)**

**Financial Bid**

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LTD.  
GatiShakti Bhawan, INA,  
New Delhi- 110023, Phone: 011-24666700**



*Unconditionally accepted*

A handwritten signature in blue ink is written below the 'Unconditionally accepted' text.

**PREAMBLE**

1	The Financial Bid shall be read in conjunction with the provisions of RFP Document.
2	The Financial Bid shall be uploaded online on the CPP Portal as mentioned in <b>Appendix-X of RFP (Instructions for Online Bid Submission)</b> . The rates/lumpsum price shall be quoted in the Financial Bid provided in excel format alongwith the RFP documents. The bidder shall download the excel file and quote their lumpsum price in <b>Letter of Price Bid</b> . After quoting the lumpsum price the excel file shall be uploaded accordingly without changing the file name.
3	Bidders may provide any discount (in percentage) on the quoted LUMP SUM PRICE in the cell "E22" of the Sheet titled as " <b>Letter of Price Bid</b> "
4	The rates/Unit price, lumpsum price, discount shall not be offered/quoted elsewhere in the Technical Bid otherwise the Bid of the Bidder may result in its rejection.
5	<b>Whole Excel Sheet is Locked except the Cells which are opened for quoting purpose. These Cell are highlighted in Blue Colour for ease of identification however, the Bidder should check the complete Financial Bid before quoting their offer. The Bidder shall mandatorily fill all such Blue Cells in the entire worksheet.</b>
6	Prospective Bidders are advised to Quote rates/ lumpsum price upto two decimal places.
7	<b>If the bidder fails to quote lumpsum price in sheet titled as "Letter of Price Bid", the Financial Bid of the Bidder may be treated as incomplete and non-responsive and may result in the rejection of the Bid.</b>
8	Bidder should not tamper the Financial Bid (i.e. Excel File). If the Financial Bid is found to be modified by the bidder, then the same will be treated as incomplete and non-responsive and may result in the rejection of the Bid.
9	Bidder shall quote their offer in INR and only upto two places of decimal.
10	Errors will be corrected by the Employer for any arithmetic errors in computation or summation as per contract conditions.
11	Price for all such works/goods/services required to be provided by the Contractor as per the Contract but not specifically indicated in the Financial Bid shall be deemed to be included in the Lumpsum Price.
12	For costs related to manpower, the associated deployment numbers must be provided by the bidder in the column titled as " <b>number of manpower</b> " of sheet titled as " <b>Price Break up</b> ".
13	<b>If the unit rate is seriously unbalanced in the opinion of the Employer, the Employer may require the Contractor to produce detailed price analyses for any or all items of the "Price Break up" sheet. Employer reserve the right to negotiate the rates for cost items provided in worksheet titled as "Price Break up", in case unit rate is either on higher or lower side as the case may be, in the opinion of the Employer.</b>
14	<b>The amount should be quoted as per current prices at the time of bidding (including any lump-sum costs quoted for the period of the contract).</b> <b>The prices quoted will be adjusted for price variation/inflation as per the formula as defined in O&amp;M agreement against the respective cost-heads for making payments.</b>
15	<b>The total amount of the cell "G38" of the sheet titled as "Price Break up" should match with the lump-sum amount arrived in the cell "E23" (after applying of discount if any) of the sheet titled as "Letter of Price Bid".</b> <b>In case total of "Price Break up" sheet is higher than Lump sum cost quoted in Letter of price bid, Price Break up cost of each item shall be reduced proportionately to match the Lump-Sum price quoted in cell "E23" of the sheet titled as "Letter of Price Bid".</b>
16	All duties, taxes [except Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. <b>Goods and Service Taxes will be paid extra.</b>



*Conditionally accepted*





## Letter of Price Bid

Date:
ICB No.:
Invitation for Bid No.:

To  
 National Capital Region Transport Corporation Limited  
 GatiShakti Bhawan, INA, New Delhi- 110023  
 Tel : 011-24666700  
 We, the undersigned, declare that:

(a)	We have examined and have no reservations to the RFP Documents.	
(b)	We offer to execute in conformity with the RFP Documents and the Technical Bid submitted for the following Works: " <b>Operation &amp; Maintenance of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System (RRTS)</b> "	
(c)	The Lump Sum price of our Bid (in Equivalent INR), excluding any discounts offered in item (d) below is:	
	Lump Sum Price (LSP) (In INR) :	₹ 14,93,83,40,931
d)	The percentage discount offered on the Lump Sum price is : [insert discount if any]	0.05%
	The Lump Sum price of our Bid (in Equivalent INR), after applying discounts offered in item (d) above is:	₹ 14,93,08,71,761
<b>Bidder may please note that absence of the Lumpsum price in the Letter of Price Bid shall result in the rejection of the bid.</b>		
(e)	Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the RFP Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.	
(f)	If our Bid is accepted, we commit to obtain a Performance Security in accordance with the RFP Documents.	
(g)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.	
(h)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.	
	Name	NATARAJ K M
	In the capacity of	Authorized Signatory
	Duly authorized to sign the Bid for and on behalf of	DB Engineering & Consulting GmbH
	Date	9th December 2021



Conditionally accepted

