

DM/HR/COR-OF/091

Dated: 20.03.2020

**LETTER OF ACCEPTANCE**

To,

M/s XEAM Ventures Private Limited,  
E-202, Phase 8-B, Sector 74A,  
Industrial Area, Mohali,  
Punjab -160055  
Tel. No. 0172-4360000, 9872017104  
Email id: [marketing@xeamventures.com](mailto:marketing@xeamventures.com)

(hereinafter termed as "Contractor")

(Kind Attention- Shri Amit Setia, Assistant Vice President)

**Sub: Bid No. DM/HR/COR-OF/091: Engagement of Manpower Service Provider for providing Support Staff at NCRTC Corporate Office in Delhi and its Project Offices in Delhi-NCR.**

Ref:

- i. Press Advertisement dated 04.01.2020
- ii. Bid Reference No. DM/HR/COR-OF/091
- iii. Addendum No.1 alongwith Replies to Pre-Bid Queries published on 20.01.2020
- iv. Technical Bid opened on 04.02.2020
- v. Financial Bid Opened on 18.03.2020

Dear Sir,

With reference to the above, this is to inform to the Contractor that the Bid for subject work of "Engagement of Manpower Service Provider for providing Support Staff at NCRTC Corporate Office in Delhi and its Project Offices in Delhi-NCR" has been accepted by National Capital Region Transport Corporation (NCRTC), at a total contract value of **INR 7,84,08,784/- (Rupees Seven Crore Eighty Four Lakhs Eight Thousand Seven Hundred Eighty Four Only)**, hereinafter termed as "Contract value", **inclusive of all taxes, duties, royalties etc. excluding GST**. The scope of work, accepted rates and terms/conditions applicable to this LOA are as under:



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## 1. SCOPE OF WORK

- 1.1 The scope of work covered under this LOA is stipulated in **Section-II (Scope of Work)** under the bid documents read with amendments referred above, uploaded on Employer's website and submitted by the Contractor with their bid. The work shall be carried out as per the above scope of work.

## 2. ACCEPTED RATES/ COST

- 2.1.1. The accepted rates for various items of work covered under this LOA are stipulated in the Bill of Quantities enclosed as **Annexure-A (Bill of Quantities)** to this LOA. The Accepted rates shall include all duties, taxes, royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause (including standard specifications), as on the date 28 days prior to the deadline for submission of bids except Goods and Services Tax (GST). GST will be paid extra as applicable on the submission of GST Invoices for 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 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.
- 2.1.2. As per Clause 19, Section – IV, Conditions of Contract, Income Tax TDS and GST TDS shall be deducted as per prevailing laws and rates unless the Contractor is exempted from such deduction and valid certificate issued by Tax Authorities submitted to NCRTC.

## 3. DURATION OF CONTRACT

- 3.1.1. In terms of Clause 14, Section – IV, Conditions of Contract, The period of contract shall be initially for a period of 1 year (12 months) and the same shall be extended further for a period of 12 months + 12 Months after reviewing the performance of the Manpower Service Provider. Commencement date will start from **03.04.2020**.



#### 4. SUBMISSION OF PERFORMANCE SECURITY

- 4.1.1. In terms of Clause 10 of Section -III of Instructions to Bidders of Bid document, within twenty-eight (28) days of receipt of this Letter of Acceptance, the Contractor shall furnish to the Employer, a Performance Security either in the form of Demand Draft/ Pay Order/ Bank Draft or in the form of Irrevocable Bank Guarantee as stipulated in Annexure-XIV of the bid documents, for an amount of **INR 78,40,878/- (Rupees Seventy Eight Lakhs Forty Thousand Eight Hundred Seventy Eight Only)** being amount equal to 10% (Ten Percent) of the Contract Value. **"The Performance Bank Guarantee must be issued on "Structure Financial Messaging System (SFMS)" platform". The Performance Security shall be submitted to Procurement Cell of NCRTC.**
- 4.1.2. The Performance Security shall remain valid upto 3 months beyond the date of completion of contract tenure. In case of extension of tenure, the amount and /or validity of Performance Security shall be extended further accordingly.

#### 5. RELEASE OF BID SECURITY

- 5.1.1. In terms of Clause 9.11 of Section – III, ITB, the bid security submitted by the Contractor with their bid shall be returned upon submission of Performance Security and signing of Contract Agreement by the Contractor.

#### 6. SIGNING OF AGREEMENT

- 6.1.1. In terms of Clause 20.1 of Section – III, ITB of the bid 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. PENALTIES

- 7.1.1. Penalty for various infractions shall be as per Clause 17 of Section – IV, Conditions of Contract.

#### 8. OTHER TERMS AND CONDITIONS

- 8.1.1. The execution of this contract shall be governed by the various stipulations in the bid documents and its amendments referred above. Any deviation from the above conditions, submitted by the Contractor in its bid, if any, stands withdrawn.

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9. You are requested to interact with **GGM/HR, National Capital Region Transport Corporation Ltd. (NCRTC)**, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049 for further instructions as regards the execution of works.

## 10. ACCEPTANCE OF THE LOA

10.1.1 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 (including the enclosures) 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 Letter of Acceptance 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



(Dhanesh Gupta)

Group General Manager/Procurement

Encl: Annexure-A (Bill of Quantities: Total 03 pages).

Copy to: GGM/HR, GGM/Finance, Sr.DGM/HR, AGM/Finance, GM/Planning.





**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED**



**Annexure-A**

**BILL OF QUANTITY**

**Tender No. DM/HR/COR-OF/-91 Engagement of Manpower Service Provider for Providing Support Staff to NCRTC Corporate Office in Delhi and its Project Offices in Delhi-NCR**

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



**PREAMBLE**

1	<p>The Bill of Quantity (BOQ) shall be read in conjunction with Instruction to Bidders, General Conditions of Contract, Notice for Invitation of bids.</p>
2	<p>1- The Remuneration rates (termed as 'X') of the man power shall be decided by NCRTC. These remuneration rates shall comply to the relevant statutory provisions (as amended from time to time) .                  2- A Minimum Fixed Cost @ 3.5% of X (termed as 'Y') is considered to cover the following:                  i. Interest on Working Capital.                  ii. Administrative expenses of the Contractor</p> <p>Contractor shall be paid an amount of (X+Y) + Service charges as accepted by NCRTC for each manpower deployed. The contractor shall supply different categories of manpower as per remuneration rates decided by the Employer.</p> <p>I/we understand that the services to be provided and number of Highly skilled, Skilled, Semi Skilled and Unskilled Manpower may vary at contract implementation stage or during the actual execution of the services. I/we shall be bound to carry out / provide additional Highly skilled, Skilled, Semi Skilled and Unskilled Manpower as per the requirements of NCRTC at the same rate as decided by NCRTC.</p>
3	<p>The quantities of Manpower in any category shall be decided during the contract execution stage as per requirements of NCRTC in different categories time to time.</p>
4	<p>GST shall be reimbursed extra by NCRTC as per the rates, rules and guidelines of Govt. of India on the total bill value.</p> <p>All duties, taxes, royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause (including standard specifications), as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder except Goods and Services Tax (GST). GST will be paid extra as applicable on the submission of GST Invoices for 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 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.</p>

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Bill of Quantity

SUMMARY SHEET

Tender No. DM/HR/COR-OF/-91 Engagement of Manpower Service Provider for Providing Support Staff to NCRTC Corporate Office in Delhi and its Project Offices in Delhi-NCR

NAME OF BIDDER		XEAM VENTURES PRIVATE LIMITED			
S.No.	Description	Amount	Accepted 'Service charge' in Percentage Above/at par		Total Accepted Amount in INR
			Above/At/Par	Percentage (%) in numerical figure	
1	Total Lumpsum Amount	₹ 7,84,08,784.00	At Par	0.00%	₹ 7,84,08,784.00

\* The Lumpsum Amount indicated is the sum total of remuneration rate + fixed cost of the manpower expected to be hired by NCRTC during the Contract period. This Lumpsum Amount is subject to a variation of ± 25%.

\*\* The Service Charge are inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges Except Goods and Services Tax (GST).

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