

गति से प्रगति

No. DM/FN/COR-OF/122

Dated: 11.12.2020

LETTER OF ACCEPTANCE

To,

M/s KPMG Assurance and Consulting Services LLP.
Building No-10, 8th Floor Tower-C,
DLF Cyber City, Phase-II
Gurugram-122002 (India)
Email: aaul@kpmg.com.

(hereinafter termed "Consultant")

(Kind Attention – Sh. Ashish Aul, Partner)

Subject: - RFP No. DM/FN/COR-OF/122: Engagement of Consultant on Retainership Basis for Direct Taxes and Indirect Taxes (GST & Customs) – Letter of Acceptance (LOA).

References: -

- i. RFP No. DM/FN/COR-OF/122 dated 28.08.2020 uploaded on e-portal.
- ii. Addendum & Corrigendum-01 uploaded on e-portal on 07.09.2020.
- iii. Addendum & Corrigendum-02 uploaded on e-portal on 18.09.2020.
- iv. Addendum & Corrigendum-03 uploaded on e-portal on 29.09.2020.
- v. Addendum & Corrigendum-04 uploaded on e-portal on 14.10.2020.
- vi. Addendum & Corrigendum-05 uploaded on e-portal on 16.10.2020.
- vii. Addendum & Corrigendum-06 uploaded on e-portal on 28.10.2020.
- viii. Technical and Financial Bid of the Consultant opened on 11.11.2020.
- ix. Post Bid clarification asked vide e-mail dated 19.11.2020.
- x. Replies to Post Bid queries submitted by the Consultant vide e-mail dated 26.11.2020 and 01.12.2020.

Bid No. DM/MS/COR-OF/122



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

With reference to the above, this is to inform to the Consultant that the Consultant's Bid for the above subject **RFP No. "DM/FN/COR-OF/122: Engagement of Consultant on Retainership Basis for Direct Taxes and Indirect Taxes (GST & Customs)"**, has been accepted by National Capital Region Transport Corporation Ltd. (hereinafter termed as "**Authority / Employer**") at total contract value of **INR 13,38,000.00 (Rupees Thirteen Lacs Thirty Eight Thousand only) plus fees for other services (Exclusions) as provided in clause 2.1.4 (Scope of Work)**, hereinafter termed as "**Contract Price / Agreement Value**" inclusive of all taxes, duties, royalties, levies and cess except GST. GST shall be paid to the consultant as per Schedule-02, Annexure-1, clause 1.10 of RFP. 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 2.1.4 of Instruction to Bidder, Section-2 of the RFP, the Services covered under this Letter of Acceptance shall be as stipulated in "Schedule-1: Terms of Reference" of the RFP Documents (read with the Addendums / Corrigendum referred above), uploaded on e-bidding portal, considered by the Consultant in the submission of their bid. The Services shall be carried out as per the above scope of work.

2.0. ACCEPTED RATES/ COST and PAYMENT SCHEDULE

The accepted Rates /Cost for the provision of Services covered under this Letter of Acceptance (LOA) are stipulated in **Annexure-1 (i.e. Accepted Rates / Cost)** enclosed to this LOA. In terms of clause-2.15.2 of RFP document the accepted Agreement value /contract price cover all costs to be incurred by the Consultant for performing the stipulated Services which shall not only include remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc., but all other costs and expenses incurred in carrying out the requirements of the Services, and the taxes duties, fees and other impositions under the Applicable Laws except Goods and Services Tax (GST) which shall be paid extra as per the prevailing tariff. These costs shall also include all costs for Sub-Consultants, and any other professional fees or services incurred by the Consultant.

In terms of Clause No. 5.0 of Schedule-02, Annexure-1 of RFP document in consideration of the Services performed by the Consultants under this Contract, the authority shall make payments to the Consultants as specified therein.



3.0. CONTRACT PERIOD/TIME OF COMPLETION

In terms of Clause No. 2.4 of Schedule-02, Annexure-1 of RFP document (read with the Addendums / Corrigendum referred above), the contract period /time for completion for the subject work is **01 year** (One year) from the commencement date. As per date Clause No. 2.2 of Schedule-02, Annexure-1 of RFP document, the commencement date will start from **18.12.2020** i.e. 07 days from the issue of this Letter of Acceptance.

4.0. SUBMISSION OF PERFORMANCE SECURITY

In terms of Clause-2.21.2 of Instructions to Bidders, Section-2 of RFP Document, within twenty-eight (28) days of the receipt of this Letter of Acceptance, the Consultant shall furnish to the authority, a Performance Security in the stipulated form of Bank Guarantee as stipulated in Form Annexure-3 'Bank Guarantee for Performance Security', Schedules-02 of RFP Document, for an amount of **INR 1,33,800.00 (INR One Lac Thirty Three Thousand Eight Hundred Only)** being amount equal to 10% (Ten Percent) of the Agreement Value. The Performance Security shall initially remain valid up to 02 months beyond the completion date of the contract.

5.0. RELEASE OF BID SECURITY

In terms of Clause 2.20.1.3 of Instructions to Bidders, Section-2 of the RFP document, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required performance security and signed the Contract.

6.0. SIGNING OF CONTRACT AGREEMENT

The Consultant shall enter into a Contract Agreement with the Authority for the Services covered under this Letter of Acceptance after submission of Performance Security. The Consultant shall be informed by the Authority about signing of Contract Agreement on receipt of acceptance of this Letter of Acceptance and Performance Security by the Authority.

7.0. OTHER TERMS AND CONDITIONS

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

8.0. NOMINATION OF ENGINEER

In terms of Clause 1.9 of Schedule-02, Annexure-1 of RFP document It is to inform that **Sh. Mohammad Hannan, AGM/Finance**, (Contact details – Mobile no. 9205188016, e-mail id- m.hannan@ncrtc.in) has been nominated



as the Authority's representative for the subject Contract. The Consultant is advised to contact the above official for further instructions as regards the provision of Services covered under the scope of this Letter of Acceptance (LOA).

9.0. ACCEPTANCE OF LETTER OF ACCEPTANCE

In terms of Clause 2.27 of Instruction to Bidder, Section-2 of RFP, Letter of Acceptance is being issued in duplicate, in favor of the Consultant. The copy marked as "Duplicate" is required to be returned by the Consultant, duly signed and stamped on each page 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 Letter of Acceptance shall constitute a binding Agreement between the Authority and the Consultant till such time a formal Agreement is signed between the Authority 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.**


(Dilip Kumar Mehta)
Dy. General Manager/Procurement

Enclosure: Annexure-1 (i.e. Accepted Rate/ Cost) (03-Pages).

CC: GGM/Finance, AGM/Finance, Sr. DGM/HR and GM/Planning.

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED



**Bid-DM/FN/COR-OF/122-Engagement of Consultant on Retainership Basis
for Direct Taxes and Indirect Taxes (GST & Customs)**

ANNEXURE-1

Accepted Rate/Cost

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LTD

7/6, SIRIFORT INSTITUTIONAL AREA

AUGUST KRANTI MARG, NEW DELHI -110 049



PREAMBLE

1	This Bill of Quantity shall be read in conjunction with complete RFP document.
2	The consultant shall appoint a senior partner/consultant for Direct Taxes, GST and Customs for single point of contact. The details shall be communicated invariably to NCRTC and any change shall be informed immediately. Any deficiency in service due to non-communication of this information may attract imposition of penalty(ies) as per clause 6.2.
3	All duties, taxes, royalties, cess and other levies payable by the consultant 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 Consultant 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 consultant for providing evidence within 7 days from the due date of such return filing for final bill based on GST provision for due dates.
4	No escalation on any account will be payable.
5	All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.



Annexure-1- Accepted Rate/ Cost

Bid No. & Name of the work: DM/FN/COR-OF/122-Engagement of Consultant on Retainership Basis for Direct Taxes and Indirect Taxes (GST & Customs).

Bid No. DM/FN/COR-OF/122

Name of the Bidder **M/s KPMG Assurance and Consulting Services LLP.**

S No	Description	Unit	Quantity	Accepted Rate (In INR) per Month	Total quoted amount (In figure) (In INR inclusive of all taxes, levies and duties except GST.)
1	2	3	4	5	6
1	Consultancy Services on Retainership Basis for Direct Taxes, GST & Customs (as per Scope of Work).	Per Month	12	1115000.00	13380000.00

