



इरकॉन इन्टरनेशनल लिमिटेड
(भारत सरकार का उपक्रम)
IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
An integrated Engineering and Construction Company



IRCON/ELECT/MAINT/BMS/SAKET/17/VOL-VI

Date: 01.09.2022

M/s. Honeywell Automation India Limited (HAIL)
5657 Hadapsar Industrial Estate Pune-411013,
Maharashtra.

LETTER OF ACCEPTANCE

Dear Sir,

(Kind Attn: Mr. Aditya Chauhan)

Sub: Day to day operation & general maintenance of IRCON's BMS (Building Management System) installed in IRCON's Saket Office Building 24x7 days with the help of 4No. Engineers/Operators.

Ref. i) NIT No. IRCON/ELECT/MAINT/BMS/SAKET/17/VOL-VI Date 12.08.2022
ii) Your Online Offer submitted on 25.08.2022.
iii) Negotiation meeting Dated 29.08.2022.

1. In reference to your offer referred above, Ircon International Limited is pleased to accept your offer for Day to day operation & general maintenance of IRCON's BMS (Building Management System) installed in IRCON's Saket Office Building 24x7 days with the help of 4No. Engineers/Operators for 2 years on the following Terms & Conditions.

2. **Total Cost of Work: -**

Rs. 50,00,000/- (Rs.Fifty Lakhs only) inclusive of all applicable taxes and GST in accordance with terms and conditions issued vide ref. (i) Day to day operation & general maintenance of IRCON's BMS (Building Management System) installed in IRCON's Saket Office Building 24x7 days with the help of 4No. Engineers/Operators. For detailed Bill of Quantities (BOQ) please refer Clause no 4 of this LOA.

3. **Scope of Work: -**

Day to day Operation & Maintenance of complete BMS (Building Management System) installed by HAIL at IRCON's corporate office building at C-4, Distt., Center Saket, New Delhi -110017 round the clock 24x7 days a week for the satisfaction of the designated officer of the IRCON. For detailed scope of work please refer clause no .4.0 of Special Condition of Contract (SCC).

4. **BOQ/Contract Price: -**

The service charges shall be paid as per the below mentioned schedule only.

S.No	Description	Amount in Rs.
4.1	Day to day operation & general maintenance of IRCON's BMS (Building Management System) installed in IRCON's Saket Office Building 24x7 days with the help of 4No. Engineers/Operators.	Rs. 50,00,000/-
	Total Amount for 24 Months (2 years inclusive of all applicable taxes and GST	Rs. 50,00,000/-

5. **Contract Period: -**

Initially the contract period shall be for **24months**, from the date **01.09.2022 to 31.08.2024**, but likely to be extended further period of one year on same rate and conditions on mutual consent. However, IRCON INTERNATIONAL LTD reserves the right to cancel the contract at any time with prior notice of one month to contractor, without any compensation.

1.9.22



6. **Mobilization time: -**

The team of firm shall be moved to the site immediately after issue of order.

7. **Terms of Payment: -**

- 7.1 The payment shall be made on monthly basis at the end of each month to the agency within fifteen days from the receipt of the bill in IRCON's office with duly verified by the IRCON Engineer after recovering necessary taxes at source as per rules and laws regulating such services. The bill shall be submitted with all required documents, like PF deposit receipts, Insurance of staff, salary receipts, ESI slips etc, service tax deposit receipt as per statutory rules.
- 7.2 Consumables if any shall be supplied by Honeywell.
- 7.3 Payment shall be made for actual work done at the accepted rates only.
- 7.4 Payment shall be made only after submission of Performance Security and signing of contract agreement.
- 7.5 All payments shall be made after deduction of TDS, retention money or any other taxes / sums due from the contractor. Contractor is also required to give PAN/TIN number. Payment will be made in Indian Rupee

8. **Penalties: -**

Deduction shall be made from the bill of the firm for the following:

- a) Rs.500 to 1000/- for each incidence of failure to remove the fault in a reasonable time, as decided by the IRCON's engineer.
- b) Rs.600/- for the each absent of staff, as decided by the IRCON's engineer.
- c) Rs. 200/- per hour for the late coming/early going of staff.

9. **Taxes, Duties & Levies. and Tax Deduction at Source: -**

Clause 6.0 & Clause no 11 of Special Conditions of Contract (GCC) shall prevail.

10. **Performance Security: -**

The contractor shall submit a Performance Guarantee (P.G.) in the form of irrevocable bank guarantee on the Performa annexed as Annexure-II of GCC from any Scheduled Bank for an amount of 3% (Three Percent) of the contract value. i.e. **Rs. 1,50,000/-** shall be submitted to the office of Chief General Manager (Electrical)/ Ircon International Ltd., C-4, District Centre, Saket, New Delhi-17 within 21 days of issuance of this letter. All other conditions of Clause no 13 Special Conditions of Contract (SCC) and clause no 8.0 of General Conditions of Contract (GCC) shall prevail.

11. **Retention Money: -**

Retention money shall be deducted from the bills of the firm @ 10% of the bill up to 5% of the contract value, which shall be released after satisfactory completion of the contract or further extension (if any). All other conditions of Clause 8.0 of General Conditions of Contract (GCC) shall prevail.

12. **Claims and Settlement of Disputes: -**

Claims and Settlement of disputes clause shall not be applicable for this service

13. **General Condition of Contract (GCC) And SHE: -**

IRCON's General Condition of Contract (GCC) and Safety, Health and Environment(SHE) is applicable, which is enclosed here with for reference or may be downloaded from etenders.gov.in.

14. **Failure to Remedy Defects: -**

If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer/ Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date, the Employer may (at his sole discretion):

