

इरकॉन इंटरनेशनल लिमिटेड

(भारत सरकार का उप क्रम)



IRCON INTERNATIONAL LTD.



(A Govt of India Undertaking)

Katni- Singrauli Existing Line RE Project, 1st Floor, Above Maruti Suzuki Show room, Near Jhinhari Police

Station, NH-7, Jabalpur Road, Katni-483501

E-Mail – rekss.5031@ircon.org

No. IRCON/ELECT/2065/UtilityServices/T2/

Dated: 28.09.2022

To,
M/s Panchwati Hospitality Services,
Khadia Bazaar,
P.O.-Yogichoura,
Shaktinagar-231222,
Sonebhadra (U.P.)
E-mail: skt@yahoo.co.in

LETTER OF ACCEPTANCE

Sub: Providing utility services for office work, housekeeping facilities at IRCON's guest houses and offices of Railway Electrification work of Katni-Singrauli doubling project and Katni Grade Separator Bypass Line Project of West Central Railway

Ref: i) e-procurement notice no.- IRCON/ELECT/2065/UtilityServices/T2, dated 07.09.2022
ii) Your offer dated 12.09.2022.

Dear Sir,

With reference to the above, this is to inform you that your offer for the subject work, has been accepted at a total contract value of **Rs. 52,82,656.51/-** (Fifty-Two Lakhs Eighty-Two Thousand Six Hundred Fifty-Six Rupees and Fifty-One Paise Only), i.e. 11.56% below Estimated cost of Rs. 59,73,153/-, inclusive of GST & all taxes, EPF, administrative charges, ESI, Service charges, etc., on the following terms and conditions:

1.0 SCOPE OF WORK:

The scope of work in the subject tender covers "Providing utility services for office work, housekeeping facilities at IRCON's guest houses and offices of Railway Electrification work of Katni-Singrauli doubling project and Katni Grade Separator Bypass Line Project of West Central Railway."

The detailed scope of work shall be as per the Sr. no. 4 of Special Conditions of Contract of the tender documents issued to you.

2.0 CONTRACT AGREEMENT:

The contractor shall require to execute a Contract Agreement with IRCON as per Annexure-X within 28 days of issue of Letter of Acceptance (LOA).

3.0 COMMENCEMENT OF CONTRACT:

Date of issue of Letter of Acceptance (LOA) shall be considered as the commencement date of Contract.

4.0 COMPLETION PERIOD AND MILESTONE:

The work is required to be completed within 25 (Twenty-Five) months from the date of issue of Letter of Acceptance (LOA).

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In case of any delay in the completion period, the extension of the same shall be dealt as per clause 17 of General Conditions of the Contract.

5.0 TAXES, DUTIES & LEVIES:

5.1 All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as IGST/CGST/SGST/UTGST, Compensation Cess, Labour Cess, Custom duty, royalties and other levies. No additional amount shall be paid or claim be entertained on these account by Employer/ Engineer.

5.2 If there is any change to the existing rates of statutory taxes/ duties of the state/ Central Governments or Levy of any new type of statutory taxes/duties of substitution of existing taxes/duties after the last date of submission of tender shall be borne by Employer/Engineer. The increase or decrease in liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans /returns of the Contractors/suppliers to the satisfaction of Employer /Engineer. Similarly, in case of reduction of taxes/duties by either the Central/State Governments/ local bodies due to change in the rate of taxes / duties or due to introduction of new tax or substitution of existing tax the benefits of reduction in liability shall be passed on to Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors / suppliers / service providers, examined and agreed by Employer/Engineer. All the changes in rules and consequent payment should be supported by documentary evidences.

In case the contractor fails to intimate and does not pass on the benefit to employer, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBICLR+3%. In addition to this penalty equal to 10% of amount of benefit shall be levied in case benefit fallen due has not been intimated to Employer.

5.3 The Contractors/Suppliers/Service providers who is liable to get registered under the GST act shall submit a copy of the registration certificate with GST no. and such other details as desired by Employer/Engineer for compliance under the CGST/IGST/SGST/UTGST and Compensation Cess Act. The Contractor/Suppliers/Service provider shall be responsible for issuing of Tax Invoices, filling of statutory monthly return and deposit of statutory taxes within the time limit as prescribed in law. Any Interest/Penalty/Taxes (non availment of Input Tax Credit due to mismatch in GSTR2) which is required to be paid by Employer/Engineer due to the default by the Contractor/Supplier/Service provider to comply with the above mentioned activity/ provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Supplier/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Employer/Engineer.

5.4 The contractor/Supplier/Service provider who is not liable to get registered under the GST Act or who has opted for composition scheme under the GST Act shall submit documentary evidence in support of the above.

(CIN –L45203 DL1976 GOI008171)

Regd. Office: C-4, District Centre, Saket, NEW DELHI – 110 017
Tel: 011- 2956666, Fax –011-26522000, 26854000.

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- 5.5 In the case of unregistered Contractor/Supplier/Service provider Employer/Engineer shall deduct applicable GST under reverse charge from the payment released by back calculation method. GST deducted shall be deposited to the concerned authority.
- 5.6 Employer/Engineer shall deduct Cess as the prescribed rate as per provision of the Building and Other Construction Work Welfare Cess Act 1996.
- 5.7 The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) or which may be payable to patentee, licensee, or other person or corporation and shall obtain all necessary license/permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payments of any royalties, damage or other money which the Employer/Engineer may have to make to any person or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.
- 5.8 Upon implementation of GST any reduction in tax on supply of goods or services or the benefit of input tax credit shall be passed on to Employer/Engineer by way of commensurate reduction in prices.

6.0 OTHER SAFETY PROVISIONS

6.1 Safety of Labour and others:

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

6.2 Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

6.3 If the Contractor fails to implement the provisions as required, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the contractor's payments/dues.

7.0 PAYMENT TERMS:

SN	Description	Payment in Percentage
1	Payment against deployment of staff	100% payment shall be made on monthly basis on actual attendance certified by the engineer's representative along with documents mentioned below.

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8.0 Documents required for release of Schedule- payment:

1. Attendance of deployed staff duly certified by the representative of Employer.
2. Monthly EPF & ESIC challans of all personnel deployed to be submitted.
3. Monthly/ quarterly return of EPF in subsequent month to be submitted.
4. GST shall be released after submitting documentary evidence indicating that GST has been deposited with the Government & reflecting on GST portal.
5. Any other documents as mentioned in contract terms & conditions, as & when asked by the representatives of employer.

Only one bill shall be entertained per month.

Payment shall be made for actual work done and at the accepted rates only.

Payment shall be made only after submission of Performance Security and signing of contract agreement.

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 or GST Registration number etc. Payment will be made in Indian Rupee.

9.0 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE:

a) Mode of Payment:

All payments to the Contractor shall be made through Electronic Clearing System (ECS) after submission of Tax Invoice and required documents. The contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the contractor shall be directly credited to his bank account.

In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS). The contractor may open a bank account with the bank having this facility.

All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

b) Tax Deduction at Source

Income Tax and all statutory dues (if any applicable) shall be deducted from the payments credited/released by Employer/Engineer to the contractor/Supplier/ service provider against execution of work as per as per the income tax Act, 1961. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The contractor shall furnish to the Engineer required information (for TDS & GST TDS), as applicable.

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The deduction towards income tax shall be made at source from the payments due to the non-resident contractor/supplier/service provider as per section 195 of the Income tax Act, 1961.

10.0 PERFORMANCE SECURITY & RETENTION MONEY:

a) Performance Security

i) The successful bidder shall submit a Performance Security (PS)/ Performance Guarantee (P.G.) in the form of irrevocable Bank Guarantee (BG) on the Performa annexed as Annexure-XI of the Tender document from any scheduled Bank for an amount of 3% (Three percent) of the contract value. This BG shall be initially valid up to 60 days beyond the stipulated date of completion. In case the time for completion of work get extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

ii) The successful bidder shall have to submit a Performance Guarantee (PG) Within 21 (Twenty-One) days from the date of issue of Letter Of Acceptance (LOA), but before signing of the contract agreement. Extension of time for submission of PG beyond 21 (Twenty-One) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty) days, i.e. from 22nd day after the date of issue of LOA. Further 60th days happens to be declared holiday in the concerned office, submission of PBG can be accepted on the next working day.

In all other case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract liable to be terminated. In case the contract terminated, employer shall be entitled to forfeit earnest money deposit and other dues payable against that contract. In case a tenderer has not submitted earnest money deposit on the strength of the registration as a start-up recognized by department of Industrial policy & promotion (DIPP) under ministry of commerce & industry, DIPP shall be informed to this effect. ailed contractor shall be debarred from participating in re-tender for that work.

(iii) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%. (e.g. in tender costing a ₹ 100, if contract value is ₹80, additional Performance Guarantee shall be $[0.5x (100-80)-10]$ percentage of tender value.)

(iii) No payment under the contract shall be made to the contractor before receipt of performance security.

The bidder shall submit PBG confirmation by using **Structured Financing Messaging System (SFMS)** platform already available with the Banks. The process involves issuing an advice of PBG by the issuing Bank to the

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Beneficiary's Bank through Electronic channel. For this, the bidder is required to inform to his Bank, the following information of Ircon International Limited

- a) Name of the Bank & Branch Address: HDFC bank, Rahul Sadan, Heera Ganji bhagwati Chowk, Katni-483501
- b) Bank Account No: 57500000084161
- c) IFSC Code of the above Branch: HDFC0000732
- d) Email Id: rekss.5031@ircon.org
- i) "The scheduled foreign bank or scheduled commercial bank in India as defined above must be on the Structured Financing Messaging System (SFMS) platform. A separate advice of the PBG will invariably be sent by the issuing Bank to the Employer's Bank through SFMS and only after this, the PBG will become operative and acceptable to the Employer/Purchaser."

The PBG confirmation through SFMS only will be accepted. A copy of the SFMS – Message Report' sent by the PBG issuing Bank should be attached with the PBG. However, PBG will continue to be issued on prescribed format by the issuing Bank on appropriate value of Stamp Paper as before.

b) Retention Money:

- i) Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work. The entire retention money may be deposited in the form of irrevocable bank guarantee issued by any scheduled bank also in the contract after signing of the contract agreement, but before payment of 1st on account bill. Provided that validity of BG shall be extended from time to time depending upon extension of the contract.
- ii) No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

c) Release of Performance Security:

- i) Performance Security shall be returned to the Contractor, subject to the issue of Completion Certificate by the Engineer. This shall not relieve the Contractor from his obligations and liabilities.
- ii) Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Security shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- iii) The Engineer shall not make a claim under the Performance Guarantee (PG) except for amounts to which Ircon International Limited is entitled under the

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contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

1. Failure by the contractor to extend the validity of the PG as described herein above, in which event the Engineer may claim the full amount of the PG.
2. Failure by the contractor to pay Ircon International Limited any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
3. The contract being determined or rescinded under provision of the General Conditions of Contract (GCC) the PG shall be forfeited in full and shall be absolutely at the disposal of the Engineer.

d) Release of Retention Money:

The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor.

11.0 QUANTITY VARIATION:

Quantity variation is applicable as per SCC clause 29.

12.0 PRICE ADJUSTMENT:

Price variation is applicable as per SCC clause 32 & in line with SCC clause 4.9.

All other terms & conditions shall be applicable as per the tender document & subsequent corrigendum issued.

This Letter of Acceptance is issued in duplicate. You are requested to return one copy duly signed and stamped in token of your acceptance at the earliest.

Thanking you,

Yours faithfully

For & on behalf of

IRCON International Ltd

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by RAJ KUMAR
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Date: 2022.09.28
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(R. K. Singh)

Chief General Manager/Elect.

(CIN –L45203 DL1976 GOI008171)

Regd. Office: C-4, District Centre, Saket, NEW DELHI – 110 017
Tel: 011- 2956666, Fax –011-26522000, 26854000.

Validate

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Percentage BoQ

Tender Inviting Authority: Chief General Manager/Electrical/KTE

Name of Work: Providing utility services for office work, housekeeping facilities at IRCON's guest houses and offices of Railway Electrification work of Katni-Singrauli doubling project and Katni Grade Separator Bypass Line Project of West Central Railway.

e-Procurement No: IRCON/ELECT/2065/UtilityServices/2022-23/T2

Date : 07/09/2022

Name of the Bidder/ Bidding Firm / Company :	M/s. Panchwati Hospitality Services					
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	Estimated Rate in Rs.	TOTAL AMOUNT With GST & All Taxes in Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Providing utility services for office work, housekeeping facilities at IRCON's guest houses and offices of Railway Electrification work of Katni-Singrauli doubling project and Katni Grade Separator Bypass Line Project of West Central Railway	1.000	Job	5973153.00	5973153.00	INR Fifty Nine Lakh Seventy Three Thousand One Hundred & Fifty Three Only
Total in Figures					5973153.00	INR Fifty Nine Lakh Seventy Three Thousand One Hundred & Fifty Three Only
Quoted Rate in Figures			Less (-)	11.56%	5282656.51	INR Fifty Two Lakh Eighty Two Thousand Six Hundred & Fifty Six and Paise Fifty One Only
Quoted Rate in Words		INR Fifty Two Lakh Eighty Two Thousand Six Hundred & Fifty Six and Paise Fifty One Only				

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Bill of Quantity

Summary

Sl. No.	Section	Description	Amount
1	Part-1: KSD	Providing utility services for Katni-Singrauli Doubling Project	₹ 40,24,560.00
2	Part-2: KGS	Providing utility services for Katni Grade Separator Project	₹ 19,48,593.00
Total Amount (Rs.)			₹ 59,73,153.00

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Bill of Quantity

Part-1: Providing Utility Services for Katni - Singrauli Doubling Project								
Sl. No.	Description	Unit	Qty	Time Period (Months)	Unit rate per month (As per minimum wages* including PF, ESIC, agency charges etc. for 30 days)	Amount	Loaction/ Posting	Remarks
1	Providing services including computer applications and account related works. Account Assistant (Highly Skilled) (Area 'C')	Man Month	1	25	₹ 29,163.75	₹ 7,29,093.75	Katni/ Jabalpur	
2	Providing of miscellaneous activities for day to day office work such as maintaining records of files, movements, receiving & sending, maintenance of table, chairs, computer etc. office pantry operation, correspondence distribution with in project (Semi-skilled) (Area 'B')	Man Month	1	25	₹ 24,846.00	₹ 6,21,150.00	Jabalpur - 1 no. Officeboy	
3	Providing of miscellaneous activities for day to day office work such as maintaining records of files, movements, receiving & sending, maintenance of table, chairs, computer etc. office pantry operation, correspondence distribution with in project (Semi-skilled) (Area 'C')	Man Month	1	25	₹ 20,604.00	₹ 5,15,100.00	Katni - 1 no. Officeboy	
4	Providing pantry services for the purpose of preparation of food only, cleaning of rooms & surrounding daily etc. (Semi-skilled) (Area 'C')	Man Month	3	25	₹ 20,604.00	₹ 15,45,300.00	Katni-1 no. Beohari-1 no. Saraigram-1 no.	
Total Amount (Rs.)						₹ 34,10,643.75		
GST @18% (Rs.)						₹ 6,13,915.88		
Total amount including GST for KSD project (Rs.)						₹ 40,24,560.00		

***Note:-** Minimum wages are considered based upon note no. F. No.1/4(3)/2022-LS-II dated 29.07.2022 issued by ministry of labour & employment, Office of the Chief Labour Commissioner (C), New Delhi (Copy is enclosed for ready reference)

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Part-2: Providing Utility Services for Katni Grade Separator Project								
Sl. No.	Description	Unit	Qty	Time Period (Months)	Unit rate per month (As per minimum wages* including PF, ESIC, agency charges etc. for 30 days)	Amount	Loaction/ Posting	Remarks
1	Providing of miscellaneous activities for day to day office work such as maintaining records of files, movements, receiving & sending, maintenance of table, chairs, computer etc. office pantry operation, correspondence distribution with in project (Semi-skilled) (Area 'B')	Man Month	1	25	₹ 24,846.00	₹ 6,21,150.00	Jabalpur-1 no Office Asst.	
2	Providing of miscellaneous activities for day to day office work such as maintaining records of files, movements, receiving & sending, maintenance of table, chairs, computer etc. office pantry operation, correspondence distribution with in project (Semi-skilled) (Area 'C')	Man Month	1	25	₹ 20,604.00	₹ 5,15,100.00	Katni-1 no. Office Asst.	
3	Providing pantry services for the purpose of preparation of food only, cleaning of rooms & surrounding daily etc. (Semi-skilled) (Area 'C')	Man Month	1	25	₹ 20,604.00	₹ 5,15,100.00	Katni-1 no.	
Total Amount (Rs.)						₹ 16,51,350.00		
GST @18% (Rs.)						₹ 2,97,243.00		
Total amount including GST for KGS project (Rs.)						₹ 19,48,593.00		

***Note:-** Minimum wages are considered based upon note no. F. No.1/4(3)/2022-LS-II dated 29.07.2022 issued by ministry of labour & employment, Office of the Chief Labour Commissioner (C), New Delhi (Copy is enclosed for ready reference)

Signature Not Verified

Digitally signed by DEEPAK KUMAR KOSE
Date: 2022.09.28 14:29:12 IST
Location: eProcurement System for Central PSUs



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