

(DUPLICATE)

No. IRCON/2046/NFR-SRRP/Survey/249/6102

Date: 06.05.2023

To

M/s M K ENTERPRISES

RZ-A-12, Bindapur Extension,

Jeevan Uttam Nagar West Delhi - 110059

Mob: 9871560571

Email: mkenterprisesno1@gmail.com

Sub- Hiring of Survey Team on Team Month Basis for conducting survey of Sivok -Rangpo New BG Rail Line Project under Northeast Frontier Railway-**Letter of Acceptance**

Ref. i) E -Tender No. - IRCON/2046/NFR-SRRP/SURVEY/249/2023-IRCON_143955_1 dated. 04.02.2023

ii) Technical bid opened on dated. 28.02.2023 & Financial bid opened on dated.15.04.2023

1.0 In reference to the above, this is to inform you that your offer for work of "Hiring of Survey Team on Team Month Basis for conducting survey of Sivok -Rangpo New BG Rail Line Project" has been accepted by competent authority at the total cost of **Rs. 81,61,810.35 (Rupees Eighty One Lakh Sixty One Thousand Eight Hundred Ten and Three Five Paise Only) including all taxes.** Summary of BOQ accepted by the competent authority is enclosed herewith.

2 CONTRACT AGREEMENT

The contractor shall be required to execute a Contract Agreement with IRCON within 28 days of issue of Letter of Acceptance (LOA).

3 SCOPE OF WORK

Scope of work under contract shall be covered as defined under Clause No. 3.0 of Special Conditions of Contract.

4 COMMENCEMENT OF WORK

Contractor shall have to mobilized his resource and commence the Services within 10 [ten] days from date of acceptance of Letter of Acceptance [LOA] /Work Order.

The time allowed for providing services is **24 [twenty-four] months** from the date of actual commencement of work.

5 COMPLETION PERIOD

The work is required to be completed within 24 (Twenty Four) months from the actual commencement of work as mentioned in Clause No. 3 of LOA.

In case of any delay in the completion period, the extension of the same shall be dealt as per clause 17 and 17A of Indian Railways General Conditions of Contract, April-2022 updated with correction slips.

6 TAXES, DUTIES AND LEVIES

- i) The contractor shall get registered with the concerned Goods and Services Tax Department of the relevant state [s] of the project and submit a copy of the same to the Employer/Engineer. He shall be responsible for filling Goods and Service tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.
- ii) Quoted rates are deemed to include all relevant tax, taxes/levied by the Central or State Govt. or local bodies upto the last date of receipt of Tender and same shall be borne by the contractor. No part of such taxes on contractor's labours / materials or any other amount will be paid by IRCON. This should be kept in view before tendering.
- iii) Taxes applicable upto the date of tender opening/negotiation, whichever is later, shall be to contractors account.
- iv) If there is any change to the existing rates of statutory taxes of central governments are levy of any new type of statutory taxes/duties or substitution of existing taxes/duties after the last date of submission of tender shall be borne by employer/Engineer. The increase or decrease in the 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 the 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 of central due to change in the rate of taxes/duties or due to introduction of new tax or substitution of existing taxes the benefits of reductions in the liability shall be passed on the Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the service provider, examined and agreed by Employer/Engineer. All the changes in the rules and consequent payments should be supported by documentary evidences.

7 PAYMENT TERMS

The payments will be releases as per Clause No. 5.0 of Special Conditions of Contract.

8 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

a) Mode of Payment:

All payments to the contractors shall be made only through Electronic Clearing System (ECS). 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.



b) **Tax Deduction At Source**

Income tax will be deducted as per provision of IT Act 1961. No payments will be made to agency/sub-contractor due to change in rate of tax, if any deductions towards income tax to be made at source from the payment due to the non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961. Further GST-TDS to be deducted as per relevant provision of GST Act.

9 PERFORMANCE GUARANTEE & RETENTION MONEY

a) **Performance Guarantee**

Performance Guarantee is to be dealt as per Clause No. 18.0 of SCC and Clause No. 16(4) Part II of Indian Railway Standard GCC April 2022. Accordingly, an amount of Rs. 2,44,854.00 (Rs. Two Lakh Forty Four Thousand Eight Hundred Fifty Four Only) i.e. 3.00% of Original Contract Value is to be deposited within 21 days from date of issue of LOA.

b) **Retention Money**

Retention Money/Security deposit is to be dealt as per Clause No. 16 of SC and Clause No. 16(1), 16(2)(i), 16(2)(ii) & 16(3) of Indian Railway Standard GCC April 2022.

10 INSURANCE

Insurance is to be dealt as per Clause No. 10.0 of Special Conditions of Contract.

11 QUANTITY VARIATION

Quantity Variation in the contract is to be dealt as per Clause 11.0 of Special Conditions of Contract.

12 DEFECT LIABILITY PERIOD

The Defect Liability Period for the works executed shall be **3 (three) months** from the date of completion of the contract. The date of completion will be reckoned from the date of issue of "Completion Certificate" by the Engineer/Employer. The contractor shall be required to make good any defect due to defective workmanship or faults due to faulty execution and notified by IRCON / N. F. Railway within the above period. In event of failure of the contractor in promptly rectifying the defective work notified by IRCON. The IRCON shall have the full right/liberty to withhold any due payment to the supplier and encash the bank guarantees (if any) furnished by the contractor. The IRCON's decision in this regard shall be final and binding on the contractor.

13 This Letter of Acceptance, along with your submitted offer, shall constitute a binding Contract between M/s M K Enterprises and Ircon International Limited, till a formal agreement is drawn and executed.

14 Conditions mentioned above in this LOA are a brief reference of the terms of Tender document. Detailed Terms & conditions other than above shall also be as per NIT/Tender documents, which shall be an integral part of this contract and shall be binding on you.



- 15 The letter of acceptance order is being issued in duplicate and you are requested to return one copy of this Letter of Acceptance duly accepted, signed & stamped on each page by your authorized representative.

Encl: Annexure-A

Yours faithfully
For and on behalf of
IRCON INTERNATIONAL LIMITED


(Renya Ete)

Chief General Manager/PH

Copy to-

- 1- PD/SRRP for kind information please.
- 2- GM/PH/Sivok-I for information please.
- 3- GM/PH/Sivok-II for information please.

BILL OF QUANTITIES

Annexure -A (Non SOR)					
Item No.	Description of work	Units	Qty.	Rate (Rs.)	Amount (Rs.)
1	Hiring of Services of Survey Team(s), consisting each team of one Surveyor, two skilled labour, including cost of hire charges of vehicles for transportation and accommodation for the survey team. The Survey Team(s) shall be worked for any type of Survey works such as traversing along the tunnel alignment and stacking; verification of co-ordinates of control pillars as when required especially at river bed along the tunnel alignment. Scope also include the verification of center line co-ordinates & checking of tunnel profile as a third party checking agency as when advised/required by IRCON at any location of project site Team(s) has to work as per direction of Engineer-in-charge. (02 teams x 24 Months = 48 team month) one team consisting 01 (one No qualified Surveyor having experience on surveying with Total Station and work experience and handling with DGPS, Processing software), 02 (two) Nos skilled labour proficient with survey works.	Team Month	48	1,55,952.12	74,85,701.76
				Estimated Cost (Excluding GST)	74,85,701.76
				Less: Rebate @ (-) 7.60% as quoted by bidder	5,68,913.33
				Amount quoted by bidder (Excluding GST)	69,16,788.43
				Add GST @18%	12,45,021.92
				Total Quoted Amount (including GST)	81,61,810.35
	Rupees Eighty One Lakh Sixty One Thousand Eight Hundred Ten and Three Five Paise Only.				

Signature Not Verified

Digitally signed by PRASENJIT
PURKAYASTHA
Date: 2023.05.06 14:41:52 IST
Location: eProcurement System for
Central PSUs

Purkayastha