



इरकॉन इन्टरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)

An Integrated Engineering and Construction Company



LETTER OF ACCEPTANCE

No. IRCON/CGM/CIVIL/SAKET/FINISHING/02

Date: 28/06/2023

To,
M/s Decent Furnishers & Decorators
Shop No. 156, Sector 35D
Chandigarh

[Kind Attention: Shri Kirpal Singh]

Subject: Renovation of Existing False Ceiling Works in IRCON's Corporate Office, Saket

Ref ; 1. e-Tender No.: IRCON/CGM/CIVIL/SAKET/FINISHING/01 dated 25/04/2023
2. Your technical bid opened on 15/05/2023
3. Your financial bid opened on 06/05/2023

With reference to the above this is to inform you that your e-tender for the subject work of "Renovation of existing False Ceiling works in IRCON's Corporate Office Building at C-4, District Centre, Saket, New Delhi - 110017" has been accepted by IRCON International Limited (IRCON) at a total contract-value of INR 1,21,42,384.80/- (One Crore Twenty-One Lakhs Forty-Two Thousand Three Hundred Eighty-Four Rupees and Eighty Paise) including of all taxes, duties and GST @ 18%.

1. SCOPE OF WORK:

The contractor shall be fully responsible for the replacement of existing False ceiling with a new false ceiling materials and execution of works as per BOQ items.

The main scope of works is under as per Special Conditions of Contract Clause 3.

- Design of false ceiling with co-ordination-of existing utilities.
- Preparation of presentation drawings, 3d views, rendering for approval, working drawings of all areas Halls, cubicals, cabins, chambers of false ceiling in co-ordination with existing services and proposed services and lights.
- Removal of Existing False ceiling without damages to already installed MEP, Firefighting, fire detection and BMS (Building Management System) equipment's, Signal & IT equipments.
- Installation of New False Ceiling in IRCON building after approval of new design.

For Kirpal Singh
Decent Furnishers

28/06/23

Page 1

- The BMS and firefighting systems is installed by Honey Well in IRCON building and the operation and maintenance for the same and other electrical related works are maintaining through different agencies. Therefore, the interfacing and coordination with running O&M agencies are under the scope of work, the recovery shall be made for major damage like fire fighting's system, BMS Lighting panels etc. from the contractor as per market rate.
- As built drawing of false ceiling drawings. It should clearly mention the lighting fixtures, firefighting system, fire detection system etc in soft and hard copies.
- The removal of complete existing False ceiling system as per offered buy back rates in the buyback condition is also in the scope of the work.
- You have to provide all required materials, equipment, ancillary items etc., to install a complete and satisfactory False ceiling system of the contract whether or not each and every items is mentioned in the specifications and/or drawings. Any shortcomings notice at any stage shall be made good at no extra cost.
- You have to carry out and complete the said work in every respect in accordance with this contract and under the directions of and to the satisfaction of the engineers in charge. The Engineers in charge may in his discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereunder collectively referred to as "Engineers in charge" instruction in regard to:
 - The variation or modification of the design, quality or quantity of works or omission or substitution of any work.
 - Any discrepancy in the drawings of between the schedule of quantities and/or drawings and/or specifications.
 - The removal of existing false ceiling, supporting hangers and available MEP fixtures as instructed by Engineer-in-charge.
 - Execution of False ceiling as per approved drawings and as instructed by Engineer-in-charge.
 - Modification due to damages of HVAC, BMS, firefighting system fresh air system etc.
 - The dismissal from the work of any person employed thereupon.
- The Contractor shall forthwith comply with and duly execute any work comprised in such engineer in charge instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Engineer in charge shall if involving a variation, be confirmed in writing by the contractor within 14 days. And if not dissented from in writing within a further 7 days by the engineers in charge, such shall be deemed to be the Engineers in charge instructions within the scope of the contract.
- IRCON has been executing many projects worldwide and the same has been monitoring and coordinating through Corporate office. Therefore, the full shut down for various department like Civil, Electrical, Mechanical, S&T are not possible. Therefore, the bidders should consider night hours and weekly holidays for replacement of existing plants and also ensure

that the work place is ready back for IRCON officers on working hours. Preferably working hours suggested is 8:00 PM to 7:00 AM as per Special Conditions of Contract Clause 4.

- The dismantling and buy back is also in the scope of the bidder, the firm should dismantle the existing False ceiling for replacing with new system. The dismantled materials should immediately have to be shifted from IRCON premises to ensure hassle free operation of IRCON building. IRCON will only provide space in the Lower basement for temporary storage of materials that is only for weekend and public holidays. The bidder should shift the dismantled buy back items immediately from IRCON premises as per Special Conditions of Contract Clause 5.

2. ACCEPTED RATES:

The accepted rates for the various items are stipulated in the Bill of Quantity enclosed at Annexure-A to this LOA. These accepted rates shall be inclusive of the cost for carrying out the various activities /operations to fulfill the complete scope of works. The accepted rates shall be inclusive of all incidental charges, cost of mobilization/demobilization of all resources like manpower, material, machinery, equipment etc., cost of lodging/boarding/transportation, insurance for the contractors personal etc.

The rates as per accepted Bill of Quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees, royalties etc. during the currency of contract and even during the extended period of contract.

3. COMPLETION PERIOD:

You shall commence the work immediately from the date of issue of this LOA and completion date for the subject work is four Months from the date of issue of Letter of Acceptance (LOA) as per Clause 1.1 Key Information Table (KIT).

4. PAYMENT TERMS:

The payment for the work shall be made in accordance with clause 15 of Special Conditions of Contract. The payment will be made by transfer of the payable amount in the bank account as per the details submitted by you.

5. RETENTION MONEY:

In terms of clause 8.2 of the General Conditions of Contract, retention money shall be recovered from each 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 upto 5% of the contract value of the work. In case of variation in the total contract value, the above limit of 5% shall be with respect to the revised contract value. No interest shall be payable on the retention money as per GCC clause 8.2(ii). The release of the retention money shall be in accordance with clause 8.4 of the General Conditions of Contract.

6. PERFORMANCE SECURITY:

In terms of clause 8.1 of the General Conditions of Contract & Clause 8 of the Special Conditions of Contract, performance guarantee in form of irrevocable B.G. as per Annexure-II of GCC @ 5% of contract value (as per Corrigendum 1-point no.5 dated 8.5.2023) that is

INR 6,07,119.24 (Six Lakhs Seven Thousand One Hundred Nineteen Rupees and Twenty-Four Paisa) within 21 (twenty-one) days from the date of issue of LOA but before signing of contract agreement.

Also, As per GCC clause 8.1. (iv), you have to submit additional PBG as offered rate is lower than the estimated tender value by more than 10%. The amount of PBG shall be 3% of Estimated value, that is INR 4,33,656.60/- (Four Lakhs Thirty-Three Thousand Six Hundred Fifty-Six Rupees and Sixty Paisa).

7. DEFECT LIABILITY PERIOD:

As per Key Information Table (KIT), the defect liability period for the above work shall be 12 (Twelve) Months from the certified date of completion of works. The contractor shall be required to rectify any defects in the works, notified by IRCON within the above defect liability period without any extra cost to IRCON.

8. OTHER TERMS & CONDITIONS:

The contract shall be governed by the various stipulations in the e-tender documents submitted by you comprising of Notice Inviting Tender, Form of Bid, Instructions to tenderers, Appendix to tender, Special Conditions of Contract, General Conditions of Contract, Safety Health & Environment Specifications, General Technical Specifications, Drawings and Bill of Quantity. Any deviations from the above conditions, submitted by you in your tender, if any, stand withdrawn. There is no any deviation from Tender documents.

This LOA shall be treated as work order for commencing the work. This LOA shall constitute a binding agreement till such time a formal agreement is signed between you and IRCON for the execution of this contract. The agreement should be signed within 28 days after the issue of LOA (as per GCC Clause 12.5). This letter of acceptance is being issued in duplicate, out of which one copy marked as "Acceptance Copy" may please be returned, duly signed and stamped on each page as a token of your unconditional acceptance of the same.

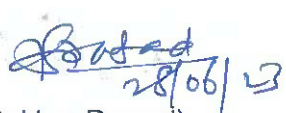
Thanking you,

Encl: as above.

Yours faithfully,

For & on behalf of

IRCON INTERNATIONAL LIMITED


(Chandra Sekhar Prasad)

Chief General Manager/Civil

Copy to: JGM/Finance/HQ, IRCON, for information please