

DM/MS/COR-OF/052

Dated: 07.01.2020

LETTER OF ACCEPTANCE

To,

M/s IL&FS Environmental Infrastructure & Services Limited

217-A, Ground Floor, Okhla Phase-3,

New Delhi-110020.

Tel:- 011-47026665, 47016664

Mob. No: +918800095716

Email: Kamal.saini@ilfsindia.com

(hereinafter termed as Contractor)

(Kind Attention- Mr. Kamal Saini {Chief Financial Officer})

Sub: - Bid No: DM/MS/COR-OF/052: Setting up, Commissioning and Operation of Construction & Demolition (C&D) Waste Recycling Plant of 150 TPD (average capacity) at any location along Delhi – Ghaziabad-Meerut RRTS Corridor.

Ref: -

- i. Press Advertisement dated 19.06.2019
- ii. Bid Reference No DM/MS/COR-OF/052 dated 18.06.2019.
- iii. Addendum No. 1 Published on 09.07.2019
- iv. Addendum No. 2 Published on 23.07.2019
- v. Addendum No. 3 Published on 02.08.2019
- vi. Technical Bid opened on 20.08.2019.
- vii. Post Bid queries uploaded on 04.09.2019
- viii. Reply of Post Bid queries downloaded on 11.09.2019
- ix. Financial Bid Opened on 13.12.2019

With reference to the above this is to inform to the Contractor that the bid for the subject work of **DM/MS/COR-OF/052: Setting up, Commissioning and Operation of Construction & Demolition (C&D) Waste Recycling Plant of 150 TPD (average capacity) at any location along Delhi – Ghaziabad-Meerut RRTS Corridor** has been accepted by National Capital Region Transport Corporation Ltd (hereinafter termed as "Employer") at monthly payment of **Rs. 12,03,239/- (Rupees Twelve Lakh Three Thousand Two Hundred Thirty Nine Only) to be claimed from NCRTC, inclusive of all taxes, duties, levies, cess, royalties, Insurances & all other incidental charges etc. excluding GST.** The scope of work, accepted rates and terms/conditions applicable to this LOA are as under:

1.0 Scope of Work

In terms of ITB 1.1 (Instructions to Bidders), Section-1 of the bid documents, the scope of work covered under this LOA is as stipulated in **Part-II Employer's Requirement** under the bid documents read with amendments referred above, uploaded on Employer's website and



submitted by the Contractor with their bid. The work shall be carried out as per the above scope of work.

2.0 Accepted Rates/Cost and Payment Schedule

2.1 The accepted rates for various items of work covered under this LOA are stipulated in the Bill of Quantities enclosed as **Annexure- A (Bill of Quantities)** to this LOA. The Accepted rates shall include all duties, taxes, royalties, cess and other levies payable by the Bidder 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 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 contractor/supplier for providing evidence within 7 days from the due date of such return filing for final bill based on GST provision for due dates.

2.2 As per Bid Conditions, Accepted Price shall be escalated annually @ 5% per annum.

3.0 Completion Period

In terms of **Clause 1.2 (c) of IFB** of the bid documents, the completion period of the work shall be in two parts i.e. **Part-1:** 06 months for commissioning of the plant from the commencement date and **Part-2:** 05 years for operations after commissioning of the plant. This however may be extended at the discretion of NCRTC. As per **clause 8.1 of GCC, Section-5**, the commencement date will start from 13.01.2020 i.e. 07 days from the date of issue of LOA.

4.0 Submission of Performance Security

In terms of **ITB 40 (Instructions to Bidders), Section-1** of the bid documents, within 28 days of receipt of this Letter of Acceptance by the Contractor, the Contractor shall furnish to the Employer a Performance Security in the form of Performance Bank Guarantee stipulated in **Clause 4.2 of the General Condition of Contract (GCC), Section-5 and Appendix to Bid, Section-6** of the bid document for an amount of **Rs. 60,00,000/- (Rupees Sixty Lakh only)**. The Contractor shall submit Performance Security in two Parts of **Rs 30,00,000/- (Rupees Thirty Lakh only)** each. The first part of performance security shall initially remain valid up to 60 days beyond the commissioning of plant and second part shall remain valid up to 6 months beyond the duration of the contract. In case of extension of time, the validity of the performance security shall be accordingly extended as stated in **Clause 4.2 of Appendix to Bid, Section-6**.

5.0 Release of Bid Security

In terms of **ITB 19.5 (Instructions to bidders), Section-1** of the bid document, the bid security submitted by the Contractor with his bid shall be returned upon the execution of the contract agreement and on receipt of the performance security by the Employer or the condition stipulated in bid documents.



6.0 Signing of Contract Agreement

In terms of **ITB 41 of Section-1 (Instructions to Bidders)** of the bid documents, the Contractor shall enter into a contract agreement with the Employer for the works covered under this LOA within the time limits as specified therein. The Contractor shall be informed by the Employer about signing of contract agreement on receipt of acceptance of this LOA and Performance Security by the Employer.

7.0 Other Terms and Conditions

The execution of this contract shall be governed by the various stipulations in the bid documents and its amendments referred above. Any deviation from the above conditions, submitted by the Contractor in its bid, if any, stands withdrawn.

8.0 Nomination of Engineer in Charge

In terms of Clause 3.1 of General Conditions of Contract, Section-5, it is to inform that **Dy. CPM-I/Gzb.**, National Capital Region Transport Corporation Limited, Khasra No. 112, Gadi Guldhar, Delhi-Meerut Road, Ghaziabad-201017 has been nominated as the Engineer for the subject Contract. The Contractor is advised to interact with the above official for further instructions as regards the execution of works.

9.0 Acceptance of the LOA

This letter of acceptance is being issued in duplicate, in favour of the Contractor. The copy marked as "Duplicate" is required to be returned by the Contractor, duly signed and stamped on each page by the authorized signatory of the Contractor, as a token of Contractor unconditional acceptance of the same so as to reach the undersigned within seven days of issue of this letter. This LOA shall constitute a binding agreement between the Employer and the Contractor till such time a formal agreement is signed between the Employer and the Contractor for the execution of this contract.

Please acknowledge receipt of the letter.

Yours faithfully,

For & on behalf of
National Capital Region Transport Corporation Limited



(Saurabh Kohli)

Sr. Deputy General Manager/Procurement-II

Encl: Annexure-A (Bill of Quantities: Total 03 pages).

Copy to: CE/Track, CPM/Ghaziabad, Dy.CPM-I/Gzb., GGM/Finance, GM/Planning, Sr. DGM HR.

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED



BILL OF QUANTITIES

Contract No. DM/MS/COR-OF/052 : Setting up, Commissioning and Operation of Construction & Demolition (C&D) Waste Recycling Plant of 150 TPD (average capacity) at any location along Delhi-Ghaziabad-Meerut RRTS Corridor.

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED,
7/6, SIRFORT INSTITUTIONAL AREA,
AUGUST KRANTI MARG, NEW DELHI -110049**



Bill of Quantities
PREAMBLE

1	The bill of quantities shall be read in conjunction with Instruction to Bidders, General and Particulars Conditions of Contract, Notice for Invitation of bids, Technical specification, Employer's Requirements and Tender Drawings.
2	The accepted rates and prices in the Bill of Quantities are complete in all respect. For installation of plant, demolition of existing structures shall be carried out without making any damage to adjacent structures, utilities and with all safety measures. It will be deemed to include cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor's profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
3	Payment for each item of Bill of Quantities shall be made on the basis of accepted rate mentioned in the BOQ on Monthly basis
4	Contractor will raise invoice on monthly basis and NCRTC will make payment within 30 days from the receipt of invoice. In this case the payment accepted shall be for 150TPD average quantity for entire month. NCRTC will deliver its available waste which should not be refused and in case NCRTC delivery (which shall be at plant), is less or more than average 150 TPD, then payment shall be made proportionately for the actual quantity of waste provided by NCRTC at plant.
5	The accepted rates/prices in the bill of quantities are complete in all respect.
6	Location where the road vehicles/ pedestrians are mixing along the construction site, shall be provided and maintained with barricading as per drawing provided in the tender. The cost of barricading including shifting etc. are included in the accepted rates of respective items & nothing extra shall be paid separately for the same.
7	The Contractor may raise their 'On Account' payments on monthly basis as per the status of work on the last day of the respective month.
8	The accepted rates shall be inclusive of necessary lighting, drinking water, lead & lift of the materials, security guards, housekeeping, general safety of site, cost towards any other statutory compliances etc complete and any other cost towards in compliance of tender document.
9	The accepted rates are inclusive of all taxes, duties, levies, cess, Royalties, insurances & all other incidental charges except Goods and Services Tax, required to fulfill the Bid Conditions including statutory deductions viz. TDS towards Income Tax / Works Contract Tax / GST TDS / Labour Cess etc. GST shall be paid as per para 2.1 of LOA.



Bill of Quantities
SUMMARY SHEET

Contract No. DM/MS/COR-OF/052 : Setting up, Commissioning and Operation of Construction & Demolition (C&D) Waste Recycling Plant of 150 TPD (average capacity) at any location along Delhi – Ghaziabad-Meerut RRTS Corridor	
NAME OF BIDDER	IL&FS Environmental Infrastructure & Services Limited
Description	Monthly payment to be made to NCRTC (To be indicated with (+) ve sign in the cell specified below) OR Monthly payment to be claimed from NCRTC (To be indicated with (-) ve sign in the cell specified below) (in INR)
In Figures	1203239
In Words	Twelve Lakhs Three Thousand Two Hundred and Thirty Nine Only

