

	<p>वेस्टर्नकोलफील्ड्सलिमिटेड WESTERN COALFIELDS LIMITED (मिनीरखकंपनी) (A Miniratna Company) (कोलइंडियालि. कीअनुषंगीकंपनी) (A Subsidiary of Coal India Limited)</p> <p>सिविलविभाग/CIVIL DEPARTMENT, WCL HQ NAGPUR PHONE /FAX: 0712 – 2510531 email- gmcivil.wcl@coalindia.in CIN – U10100MH1975GOI018626</p>		
<p>पंजी. का.:कोयलाविहार, सिविललाइन्स, नागपुर(महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001</p>			

संदर्भसंख्या/Ref.No.: नाग/वेकोलि/सिविल/कार्यादेश/2024/ 206

दिनांक/Date: 16/10/24

BY SPEED POST

e-mail: cgm.mumbai@iprcl.in  
sanjay.rawool@iprcl.in

To  
CGM/Projects  
Corporate Office  
M/s Indian Port Rail & Ropeway Corporation Limited (IPRCL)  
4th Floor, Nirman Bhawan, Mumbai Port Trust Building  
M.P. Road, Mazgaon (E), Mumbai - 400010

Kind Attn.: Shri Sanjay J Rawool

Subject	: Letter of Award (LOA)/Work Order for the work of "Augmentation of the existing Parasia BG Siding to accommodate one full rake at BG Siding under Pench Area" on nomination basis as per Memorandum of Understanding (MOU) terms and conditions entered between CIL (Coal India Limited) and M/s IPRCL (M/s Indian Port Rail & Ropeway Corporation Limited) dated 05.03.2020.
Reference	: (i) MOU (Memorandum of Understanding) between M/s IPRCL and CIL dated 05.03.2020. (ii) Your pre-FSR report vide letter ref. no. Mum/12013/(11)/1/2024 Gen/ Dated 16.07.2024 for construction of rail siding at BG siding Parasia to accommodate full rake (58 Wagons). (iii) Your email dated 15.10.2024 regarding timeline of work completion.

Dear Sir

With reference to above, this is to communicate the approval of the Competent Authority to award the subject work through this Letter of Award (LOA) / Work Order for taking up the subject work in line with the terms and conditions of MOU (Memorandum of Understanding) entered between CIL and M/s IPRCL dated 05.03.2020 on nomination basis for an estimated cost of **Rs. 31,61,66,705.00 (Rupees thirty-one crore, sixty one lakh, Sixty six thousand, seven hundred five only)**including GST @ 18% including IPRCL fees and Railway Security Deposit subject to following:

1. That this Project Management Consultancy is in accordance with MOU signed between CIL and M/s IPRCL to cover all aspects of the subject work beginning from concept to commissioning.
2. That subsequent Addendum dated 19.04.2022 with respect to said MOU dated 05.03.2020 between

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M/s IPRCL and CIL will also be applicable for the subject work.

3. That subsequent Revised Fee Structure with respect to said MOU dated 05.03.2020 agreed by CIL.
4. That M/s IPRCL will work as a Project Management Consultant of all works entrusted in connection with rail infrastructure and allied civil works including road, all sorts of bridges, box culverts etc. connected thereto for WCL and obtain the relevant Railway Ministry's acceptance of such proposals, which are mandatory for expeditious implementation of projects for the entrusted works.
5. That as per approved offer submitted by M/s IPRCL, the abstract of cost with respect to the subject work is as under:

(All Figures are in INR)

SL. No	Description	Total Cost
1	Formation	15,71,02,000.00
2	Pway Supply and linking	2,17,45,360.00
3	Rail Bridges	75,00,000.00
4	Road	1,20,00,000.00
5	Service building and platform	2,06,00,000.00
6	Electrical OHE	15,00,000.00
7	S&T	2,25,00,000.00
8	Mechanical EIMWB	40,00,000.00
	<b>Total (Ex. GST &amp; Fees)</b>	<b>24,69,47,360.00</b>

Statutory Charges		
A	Total Cost of works	<b>Rs. 24,69,47,360.00</b>
B	IPRCL FEEs @ 8.5 %	Rs. 2,09,90,525.60
C	Sub-Total	Rs. 26,79,37,885.60
D	GST @18% on (C)	Rs. 4,82,28,819.40
E	Total Cost inclusive of GST	Rs. 31,61,66,705.00
	<b>TOTAL PROJECT COST INCL. GST AND IPRCL FEE</b>	<b>Rs. 31,61,66,705.00</b>
	<b>Say</b>	<b>Rs. 31.62 Crore</b>

**Note:** The abstract cost is tentative only. The actual amount may vary depending upon the variation in estimated cost at the time of preparation of DPR and execution of work in accordance with stipulation in MOU & its Amendment.

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6. That the total period of completion is **16 (Sixteen) months from the issue of this letter**. Out of 16 months, 4 months for approval of FSR & DPR from concerned Railway, and after that 12 months for Construction activities including commissioning.
7. That pursuant to the above referred MOU, a formal agreement shall be entered into between WCL & M/s IPRCL on work to work basis for setting out the detailed scope of work and methodology of working as per fee, terms & conditions as may be considered mutually acceptable and necessary for successful execution of the works. Projects shall be entrusted by WCL to M/s IPRCL with following fee structures:

**Stage-I:** Consultancy fees on Reconnaissance Survey and Feasibility Study Report: **0.50% (Zero Point Five Zero Percent)** of the estimated cost of work. This shall be based on rough indicative project cost estimate to be prepared by M/s IPRCL.

**Stage-II:** Consultancy fees on Final Location Survey and Detailed Project Report: **1.00% (One Percent)** of the estimated cost of work. This shall be based on project cost estimate to be prepared by M/s IPRCL.

**Stage-III:** Consultancy fees on Project Management Consultancy (execution of work) Services: **7.00% (Seven Percent)** of the awarded value / final executed value, whichever is less.

8. That in line with the terms & conditions of MOU and subsequent revision in consultancy fee, M/s IPRCL's fees for Feasibility Study Report (FSR), Detailed Project Report (DPR) and Project Management Consultancy (PMC) will be as below:

**Stage-I(a)-Feasibility Study Report and Reconnaissance Survey**

Sl. No	Deliverables	0.50% (Point Five Percent) of Estimated Project Cost for project more than Rs. 100 Crores
1	Drawing of proposed alignment as per discussion plan and submission to WCL and its acceptance.	20% of 0.50% (Point Five Percent) of Estimated Project Cost as per thumb rule subject to adjustment as per Estimated Project Cost
2	Survey of the alignment as approved on discussion plan and submission of drawing along with draft FSR and its acceptance by WCL.	30% of 0.50% (Point Five Percent) of Estimated Project Cost
3	On submission of Feasibility Report after incorporation of comments of WCL.	30% of 0.50% (Point Five Percent) of Estimated Project Cost
4	On receipt of approval from Railway.	20% of of 0.50% (Point Five Percent) of Estimated Project Cost

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**Stage-II(a)-Detailed Project Report (DPR)**

S. No. No	Deliverables	1.00% (One Percent) of Est Project Cost for project more than Rs. 100 Crores
1	Final Location survey and center line pegging of proposed alignment and submission of draft DPR to WCL incorporating the Observations received on FSR from WCL & Railways	30% of 1.00% (One Percent) of Estimated Project Cost
2	On receipt of approval of the draft DPR from WCL preparation of DPR and submission to WCL and Railways	50% of 1.00% (One Percent) of Estimated Project Cost
3	On receipt of Approval of DPR from Railways and Submission of Final/Revised DPR, if sought for by Railways, incorporating the comments/ observations.	20% of 1.00% (One Percent) of Estimated Project Cost

**Stage-III(a) -Detailed Engineering and Project Management Consultancy (PMC)**

SL. No	Deliverables	7.00% (Seven Percent) of Awarded Value / Executed Value, whichever is less for project more than Rs. 100 Crores
1	Detailed Engineering and Tender Documents consisting of detailing & design of bridges, curves, followed by Geo-Technical Investigation	10% of PMC fee adjustable on awarded value or final executed value, whichever is lower.
2	Calling of tenders, evaluation and award of Contract	10% of PMC fee adjustable on awarded value or final executed value, whichever is lower.
3	Project supervision including certification of bill and quality control, monitoring of Contract	70% of PMC fee adjustable on awarded value or final executed value, whichever is lower.
4	On completion of work and closing of Contracts	10% of PMC fee adjustable on awarded value or final executed value, whichever is lower.

**Note:** (i) In case of increase in scope of work / additional work involving design & supervision this shall be paid for on prorata basis @ percentage enumerated in the MOU. However, for increase in executed value of work due to quantity variations only, where engineering and design are not involved, no additional fee shall be paid.

9. That M/s IPRCL should incorporate the penalty clause in Contractor's Agreement.

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10. That WCL is liable to recover from fees due to M/s IPRCL, a sum equal to 0.50% of consultancy fee for the part of work so delayed per week of delay or part thereof towards the failure of IPRCL's performance. The total liability of IPRCL under this clause shall be subjected to maximum of 10% of the fee for the portion of work so delayed.
11. That In terms of MOU, WCL will release as imprest (in a specified bank account of any scheduled bank) 20% of the contract award value against submission of indemnity bond of appropriate amount, to discharge the expenditure towards carrying out the works of project by the contractors / sub-contractors / agencies / vendors engaged by M/s IPRCL for and on behalf of WCL for the projects. Interest accruing to such funds in the specified Escrow Account / specific account shall be credited to WCL and get adjusted proportionately as herein after provided. The expenditure incurred thereafter towards carrying out the works of the project shall be adjusted from the imprest. When 80% of the imprest is utilized, M/s IPRCL shall submit the utilization certificate. Further imprest as per utilization certificate will be paid / released to M/s IPRCL to make the total imprest 20% of the awarded contract value. The procedure for release of fund shall be repeated whenever 80% of the total imprest paid to M/s IPRCL is utilized and utilization certificate submitted by M/s IPRCL. The utilization certificate should be supported by authentic documents including statement of priced quantities executed and payments made to the various suppliers / parties including contractors / sub-contractors / agencies / vendors engaged by M/s IPRCL for the project. The release of payment should commensurate with the actual physical progress as per the BOQ mutually accepted. A payment schedule may be prepared for this purpose. M/s IPRCL shall submit quarterly expenditure report showing details of expenditure as per payments made to the contractors / sub-contractors / agencies / vendors from advances received from WCL. On the completion of project, M/s IPRCL shall submit final expenditure statement showing the details of final payment made to the contractors / sub-contractors / agencies / vendors engaged by M/s IPRCL for the project and supported by authenticated documents i.e. copy of final bill etc.
12. That M/s IPRCL shall be responsible for rectification of defects, if any, during defect liability period of 12 months after completion of work.
13. M/s IPRCL will be responsible for audit observation, CTE observation, Contractor's claim and arbitration, if any.
14. M/s IPRCL will ensure that all taxes and levies (including Goods & Service Tax, surcharge and cess thereon as applicable) and surcharges on taxes, duties and levies, insurance charges, license fees etc. including statutory variations during the currency of the contract applicable on transactions between M/s IPRCL and contractors appointed by M/s IPRCL, if any, shall be payable directly by M/s IPRCL or contractors appointed by M/s IPRCL and WCL will not have any liability whatsoever on this account. However, M/s IPRCL will use the TAN/GSTIN/PAN etc. of WCL wherever necessary to deposit statutory liability and forward the paid challan to WCL for accountal.
15. For the execution of Agreement, following documents are to submitted by M/s IPRCL:
  - (a) Non Judicial Stamp Paper of appropriate value.
  - (b) MOU (Memorandum of Understanding) between M/s IPRCL and CIL dated 05.03.2020.
  - (c) Addendum dated 19.04.2022 with respect to said MOU dated 05.03.2020 between M/s IPRCL and CIL.
  - (d) Revised Fee Structure with respect to said MOU dated 05.03.2020 agreed by CIL.

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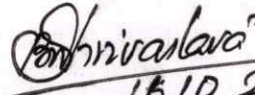
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- (e) Detailed Time and Progress Chart, jointly signed by designated Area Authorities and the M/s IPRCL.
- (f) Copy of PAN Card.
- (g) Copy of GST Registration Certificate
- (h) Any other document as per requirement.

It is requested to return a signed copy of this LOA /WO to this office as token of acceptance within in **07 (Seven) days** from the date of issue of this letter.

For further instructions, please contact **Area General Manager WCL, Pench Area.**

Yours faithfully

  
 15/10/24  
 GENERAL MANGER (CIVIL)  
 WCL: NAGPUR  
 Vaibhav

**Copy to:**

- |                          |   |
|--------------------------|---|
| 1. DT (O)                | : WCL, Nagpur   |
| 2. DT (P&P)              | : WCL, Nagpur   |
| 3. D(F)                  | : WCL, Nagpur   |
| 4. GM(PMD)               | : CIL HQ, Kolkata   |
| 5. TS to CMD             | : WCL HQ., Nagpur   |
| 6. GM(Vig)               | : WCL HQ., Nagpur   |
| 7. G.M. (F)/CFO          | : WCL HQ., Nagpur   |
| 8. G.M. (P&P)            | : WCL HQ., Nagpur   |
| 9. G.M. (System)         | : WCL HQ., Nagpur – With the request to publish in the website. |
| 10. GM (L&R)             | : WCL HQ., Nagpur   |
| 11. Area General Manager | : WCL, Pench Area   |
| 12. S.O. (Civil)         | : WCL, Pench Area   |
| 13. AFM                  | : WCL, Pench Area   |
| 14. Sr. Manager (Fin)    | : WCL HQ, Nagpur  |
- This has reference to Budget allocated in SAP vide Doc No. 310469 dated 28.09.2024, Commitment Item 5400, Fund Center WCL9811 for Rs. 5.00 Cr. only of Sr. Manager (Fin), WCL HQ.
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|------------------------------|-------------------|
| 15. CM (Civil)/TS            | : WCL HQ., Nagpur |
| 16. Manager (Civil) /TC      | : WCL HQ., Nagpur |
| 17. Dy. Manager (Civil)/TC   | : WCL HQ., Nagpur |
| 18. Dy. Manager (Civil)/B.C. | : WCL HQ., Nagpur |