

	<p>वेस्टर्नकोलफील्ड्सलिमिटेड WESTERN COALFIELDS LIMITED (मिनीरत्रकंपनी) (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 – UT0100MH1975GOI018626</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/ 231

दिनांक/Date: 12/12/24

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 "Retrofitting of Foot-Over Bridge (FOB) at Ghughus SA of Wani 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 and addendum to MoU dated 19.04.2022. (ii) LoA/WO issued to M/s IPRCL vide No. नाग/वेकोलि/सिविल/कार्यादेश/2024/509 dated 18.09.2024. (iii) Your email dated 21.11.2024 for budgetary offer for taking up the retrofitting work. (iv) Your email dated 26.11.2024 for period of completion of the work. (v) Your email dated 30.11.2024 for quantity breakup. (vi) Your email dated 12.12.2024. (vii) VNIT report for IPRCL vide Project No.: AMD/CONS/SVB-RK/4394.

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. 3,77,10,079.24/- (**Rupees Three Crore Seventy Seven lakh, Ten thousand, Seventy Nine rupees and Twenty Four Paisa only**) including GST@ 18%, contingencies & IPRCL fees including PMC subject to following:

1. That this work including Project Management Consultancy and construction is in accordance with MOU signed between CIL and M/s IPRCL to cover all aspects of the subject work till its commissioning.
2. That subsequent Addendum dated 19.04.2022 with respect to said MOU dated 05.03.2020 between M/s IPRCL and CIL will also be applicable for the subject work.

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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. However, the present work is for retrofitting of existing Foot-Over-Bridge (FOB) to make it usable.
5. As per cost estimate submitted by M/s IPRCL, the abstract cost with respect to subject work is as under:

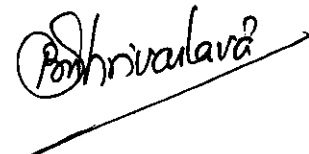
Sr No	Description	Amount (Rs)
1	Sub Total excluding GST	2,83,12,464.47
2	Any other item not covered above including contingencies @5%	14,15,623.22
3	Grand Total Project Cost	2,97,28,087.70
4	IPRCL fees @ 7.5 % & including Design & Drawing approvals etc & PMC.	22,29,606.58
5	Total Cost (Without GST)	3,19,57,694.28
6	Total Cost including GST @18%	3,77,10,079.24

Note: The abstract is based on cost estimate submitted by M/s IPRCL based on VNIT report for IPRCL vide Project No.: AMD/CONS/SVB-RK/4394. As per referenced email dated 12.12.2024, bifurcation of total IPRCL fee of 7.5% is - 7% for IPRCL PMC fee (in line with MoU) and 0.5% is for approving of design, drawings etc. from Central Railways.

6. The scope of work shall include dismantling of unserviceable RCC & structural steel parts and retrofitting work for the FOB.
7. The total period of completion will be **06 (Six) Months (including Tendering Process) from the date of issue of this letter.**
8. 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.
9. That M/s IPRCL should incorporate the penalty clause in Contractor's Agreement.
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 M/s IPRCL shall be responsible for rectification of defects, if any, during defect liability period of 12 months after completion of work.

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12. 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.
13. M/s IPRCL will be responsible for audit observation, CTE observation, Contractor's claim and arbitration, if any.
14. On completion of work, retrofitted FOB will be handed over to Central Railways by IPRCL as per their satisfaction.
15. 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 account.
16. Codal or statutory charges, if any, asked by Central Railways, will be payable by WCL, as it is not considered in estimate.
17. 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.
 - (e) Detailed Time and Progress Chart, jointly signed by designated Area Authorities and the M/s IPRCL.

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- (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, Wani Area.**

Yours faithfully,

Shriharsh

12 12 24
GENERAL MANGER (CIVIL)
WCL: NAGPUR

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, Wani Area
- 12. S.O. (Civil) : WCL, Wani Area
- 13. AFM : WCL, Wani Area
- 14. Sr. Manager (Fin) : WCL HQ, Nagpur

- This has reference to Budget Certification vide Doc No. 316674 dated 12.12.2024 for Rs. 1.50 Cr only under commitment item: 3400 (BuildRC) of Sr. Manager (Fin), WCL HQ.

- 15. Mgr (Civil) TC : WCL HQ., Nagpur
- 16. Chief Manager (Civil)/TS : WCL HQ., Nagpur
- 17. Dy. Manager (Civil)/B.C. : WCL HQ., Nagpur