

DETAILED LETTER OF ACCEPTANCE (DLOA)

DLOA No. TFL/TALCHER/C&P/ROAD/LOA-012/24-25

August 8, 2024

M/s Road & Roof Construction
Kulad, Nalco Nagar,
Angul, Odisha Pin-759145
Mob No. 9439711132
E-mail: roadnroofc@gmail.com

Kind Attn: Mr. Abhaya Kumar Singh, Partner

Sub: Road Work inside Factory and Township at Talcher Fertilizers Limited, Talcher, Dist. Angul, Odisha.

Ref:

1. Our Tender No. TFL/PROJ/C&P/ROAD WORKS/2024/SMD DATED 05.06.2024 (E-TENDER ID: 2024_TFL_197411_1) for "Road Work inside Factory and Township at Talcher Fertilizers Limited, Talcher, Dist. Angul, Odisha".
2. Your E-Bid No. 710362 and subsequent correspondences received against above referred Tender.

Dear Sir,

With reference to above, we are pleased to issue this Detailed Letter of Acceptance (DLOA) for "Road Work inside Factory and Township at Talcher Fertilizers Limited, Talcher, Dist. Angul, Odisha".

The Detailed Letter of Acceptance shall be executed strictly in accordance with the terms and conditions set out below:

1.0 SCOPE OF SERVICES / WORK

The scope of work / services shall be as per Section-VI of Tender No. TFL/PROJ/C&P/ROAD WORKS/2024/SMD DATED 05.06.2024 (E-TENDER ID: 2024_TFL_197411_1).

2.0 CONTRACT VALUE

The total contract value shall be INR 43,86,182/- (Indian Rupees Forty Three Lakhs Eighty Six Thousand One Hundred Eighty Two only) excluding GST and INR 52,19,557/- (Indian Rupees Fifty Two Lakhs Nineteen Thousand Five Hundred Fifty Seven only) including applicable GST, presently @ 18% and BOCW @ 1%.

Please refer to Annexure-A for detailed "Schedule of Rates (SOR)".

3.0 CONTRACT PERIOD



The Contract Period shall be for a period of Twelve (12) months from the date of issuance of this DLOA (Detailed Letter of Acceptance) excluding mobilization period of 15 days. Accordingly, the contractor has to deploy required manpower and associated requirements as spelt out in contract for all SOR items including completion of all formalities/documentation as per contract provisions and as directed by EIC.

In case Contractor fails to start services as defined above within 45 days from the date of issuance of this DLOA (except for reasons attributable to Owner or Force Majeure conditions), then TFL reserves the right to terminate the contract as per clause no. 29.0 of GCC.

The contract may be extendable for a further period of one year on same rates, terms & conditions at the sole discretion of TFL. The decision of TFL regarding extension of the contract shall be final and binding on the contractor.

4.0 TERMS OF PAYMENT

The bills along with measurement sheets and memorandum of work payment are to be submitted in duplicate to Engineer-In-Charge, for the job certification and payment thereof. The payments of 'Running Bills' shall be released only through 'NEFT', within 'thirty [30] days of submission of Invoices/Bills, and payments against 'Final Bill' will be made within 'fifteen [15] days of submission of 'Final Bill', duly verified & certified by "EIC".

Party has to submit copies of the following along with above document:

- i) Party is also required to submit the documentary evidence (E.g.: GSTR receipts) in support of deposition of GST to Government Exchequer.

PAYING AUTHORITY

Director (Finance)
Talcher Fertilizers Limited
Administrative Building, Talcher,
Post-Vikrampur, Dist. Angul,
Odisha-759106

The GSTN of TFL, Talcher is 21AAFCT8667A1ZH.

All other terms and conditions related to "Payment Terms / Terms of Payment" shall be as per the tender document.

5.0 CONTRACT AGREEMENT

Contractor shall be required to execute a 'Contract Agreement' in the proforma (as per Format F-14 given in Tender Document) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the Contractor], within 'fifteen [15] days' from the date of issuance of this "Detailed Letter of Acceptance (DLOA)". The stamp paper shall be issued from the state of Odisha / State where Contractor's Corporate or Registered Office is located and shall be of appropriate value.

Contractor shall sign the CONTRACT AGREEMENT (in duplicate) and submit to the TFL. TFL shall sign both the copies and return one copy to the Contractor and retain



the other copy. The CONTRACT AGREEMENT shall be signed by an authorized representative of the Contractor.

6.0 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD)

6.1 Within 30 days from the date of issuance of "Detailed Letter of Acceptance (DLOA)" by TFL, the Contractor shall furnish the Contract Performance Security (CPS). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee as per Form F-4 given in tender document and shall be in the currency of the Contract.

6.2 The contract performance security shall be for an amount equal to 10% of the annualized contract value towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST).

The CPS / SD of 10% of Annualized Order / Contract Value (excluding GST) can be submitted either in one installment [within 30 days of the issuance of this Detailed Letter of Acceptance (DLOA)]

Or

Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value (excluding GST) within 30 days of issuance of this DLOA and deduction of 7.5% from each Running Account (RA) bill till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value (excluding GST).

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian Contractor as well as foreign Contractor. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

6.3 Failure of the Contractor to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the contract and forfeiture of the EMD / action as per Declaration for Bid Security.

6.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Contractor should furnish additional CPS.

6.5 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents / RFQ for submission of Security Deposit/ Contract Performance Security, the Contractor can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of TFL's Bank Account is as under –



Account holder's name: Talcher Fertilizers Limited
Bank Name: State Bank of India
Branch: CAG II, New Delhi
Account number: 41256023769
Type (Current/Saving): Current
IFSC code: SBIN0017313

While remitting such online transaction, the Contractor must indicate "Security Deposit/ Contract Performance Security against DLOA no. _____ (Contractor to specify the DLOA No.)" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of issuance of DLOA.

- 6.6 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.
- 6.7 The first payment to Contactor / Contractor shall be released only after submission of CPS / Security Deposit (SD).
- 6.8 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the Contractor.
- 6.9 In case, TFL allows additional time for submission of CPS / SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPS / SD i.e. 30th day after issuance of DLOA) plus 4.0% p.a. (on CPS / SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of DLOA.
- 6.10 The original "Contract Performance Security / Security Deposit" (by way of Bank Guarantee or Demand Draft or Banker's Cheque) shall be sent to following address:

Mr. Sura Deogam,
Dy. Manager (C&P)
Talcher Fertilizers Limited,
Administrative Building, P.O. Vikrampur,
Talcher, Dist. Angul (Odisha) - 759106

Note:

- In case CPS is submitted by way of Bank Guarantee, the non-judicial Stamp paper of appropriate value only or equivalent document value shall have to be purchased in the name of the bank executing the bank guarantee and not in the name of the CONTRACTOR.

All other Terms & Conditions related to "Contract Performance Security / Security Deposit" shall be as per the Tender document.

7.0 BANK DETAILS

The bank details of M/s Road & Roof Construction, Angul is placed at **Annexure-B**.

PRICE REDCUTION SCHEDULE (PRS)



NOT APPLICABLE FOR THIS DLOA.

9.0 DEFECT LIABILITY PERIOD (DLP)

Defect liability period for the said contract will be one year from the date of completion of the contract. Any defective work noticed within the defect liability period shall be rectified by the contractor immediately on receipt of information, without any financial implication to TFL.

All other Terms & Conditions related to "Defect Liability Period (DLP)" shall be as per the Tender document.

10.0 ENGINEER IN-CHARGE (EIC)

Shri Sourav Kumar Pradhan, Manager (Civil), [E-mail ID: sourav.pradhan@tflonline.co.in; Mob No. 09853970933] shall be the Engineer In-charge (EIC) for this work. You are requested to contact him for further instructions.

11.0 POST ORDER CORRESPONDENCE

All post order correspondences shall be addressed to Engineer In-Charge (EIC).

12.0 OTHER TERMS & CONDITONS


All other terms and conditions of the contract shall be governed by Tender No. TFL/PROJ/C&P/ROAD WORKS/2024/SMD DATED 05.06.2024 (E-TENDER ID: 2024_TFL_197411_1).

This Detailed Letter of Acceptance (DLOA) along with all Annexures is being issued to you in duplicate. You are requested to return to us one copy, duly signed and stamped on each page.

Thanking you,

Yours faithfully,
for M/s Talcher Fertilizers Limited

Geogem 8/8/2024
(Sura Deogam)
Dy. Manager (C&P)



ENCLOSURE:

1. Annexure-A Schedule of Rates (SOR)
2. Annexure-B Bank Details of M/s Road & Roof Construction, Angul
3. Annexure-C Complete Set of Tender No. TFL/PROJ/C&P/ROAD WORKS/2024/SMD DATED 05.06.2024 (E-TENDER ID: 2024_TFL_197411_1)

ANNEXURE-A

SCHEDULE OF RATES
(SOR)

ANNEXURE A TO DLOA NO. TFL/TALCHER/C&P/ROAD/LOA-012/24-25 dated 08.08.2024

SCHEDULE OF RATES (SOR)

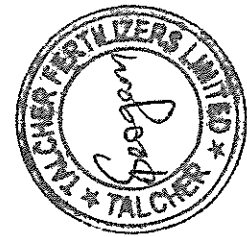
Sl.No	Description of Work / Item(s)	Qty	Units	Rate and Amount in Indian Rupees (INR)	
				Unit Rate	Total Amount excluding GST & BOCW
1	Earthwork in excavation by manual / mechanical means in roadwork, or any kind of soil etc., to the required levels and grades in both dry and wet conditions, including dressing of sides and ramming of bottoms, getting out excavated earth with lift upto 1.5 M and disposal of surplus excavated materials within TFL premises etc., complete as per direction of Engineer-in-Charge(E.I.C.) in all kinds of soils as defined in IS: 1200 including providing temporary supports to all service lines such as overhead and underground water, sewage and drain pipes, cables etc. and shoring and strutting wherever necessary, dewatering if required etc. complete in all respects as per direction of Engineer-in-Charge.	1500.00	Cu.m	120.03	180048.00
2	Backfilling with available excavated good earth (excluding rocks / boulders), as approved and directed by Engineer-in-Charge, in trenches, plinth, under floors, sides of foundation etc., at all depths in layers not exceeding 20 cms. in thickness including consolidating and dressing each deposited layer by ramming and watering within TFL premises, complete in all respects.	200.00	Cu.m	65.35	13070.20
3	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. re-rolling the sub grade and disposal of surplus earth within TFL premises.	5000.00	Sq.m	33.00	165000.00
4	Providing & Laying dry stone Rubble Soling with average 230 mm size hard stone set in regular lines, handpacked and interstices thoroughly filled with small chips including filling in with good quality murum brought from outside, compacting with roller weighing not less than 10Tonne, watering, sand spreading 12mm thk. layer of grit on top etc complete as directed by Engineer In Charge. (Note: The rate includes the royalty and other taxes if any) Rate shall be reduced to ₹ 762 for using TFL subble	200.00	Cu.m	1925.00	385000.00



ANNEXURE A TO DLOA NO. TFL/TALCHER/C&P/ROAD/LOA-012/24-25 dated 08.08.2024

SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	Qty	Units	Rate and Amount in Indian Rupees (INR)	
				Unit Rate	Total Amount excluding GST & BOCW
5	Providing, laying, spreading and compacting to thickness 60mm to 75 mm, graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	1350.00	Cu.m	2693.89	3636750.15
6	Surface dressing the ground including removing vegetation and in-equalities not exceeding 15cm deep and disposal of rubbish within TFL premises all kinds of soil	200.00	Sq.m	31.57	6314.00
7	TOTAL CONTRACT AMOUNT (in INR) excluding GST & BOCW (i.e. Sum of Sr. No. 1 to 6)				4386182.00
8	Rate of GST (presently @ 18%) in INR				789513.00
9	Rate of BOCW @ 1% in INR				43862.00
10	TOTAL CONTRACT AMOUNT (in INR) including GST & BOCW				5219557.00



ANNEXURE-B

BANK DETAILS OF M/s ROAD & ROOF CONSTRUCTION



Road & Roof construction

Special class Govt. Contractor

Specialist in : Asphaltic Surfacing with Paver Finisher

GST NO - 21AAFFR9068J3ZV

F-11

Firm Regd No. - 824VB893

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name : M/S Road & Roof Construction
2. Vendor/customer Code:
3. Vendor /customer Address: Kulad,Nalconagar,Angul
4. Vendor/customer e-mail id:roadnroofc@gmail.com
5. Particulars of bank account

- | | |
|---|-------------|
| a) Name of Bank:- | SBI |
| b) Name of branch:- | Kandsar |
| c) Branch code: | 08279 |
| d) Address: | Nalconagar |
| e) Telephone number: | |
| f) Type of account (current/saving etc.)-CC | |
| g) Account Number:- | 34604963113 |
| h) RTGS IFSC code of the bank branch:- | SBIN0008279 |
| i) NEFT IFSC code of the bank branch:- | SBIN0008279 |
| j) 9 digit MICR code | 759002104 |

I/We hereby authorize Talcher Fertilizers Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Talcher Fertilizers Limited responsible.

For Road & Roof Construction

(Signature of Vendor/customer)

BANK CERTIFICATE

We certify that M/S Road & Roof Construction has an Account no. 34604963113 with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date 18/06/2024

(Signature of Authorized officer of bank)



Adarsh Nagar CPP (NALCO) Angul ☎ 9439711132 ■ roadnroofc@gmail.com