



इरकॉन इन्टरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)

An integrated Engineering and Construction Company

Project Office: House No. 59, Ashoka Lifestyle, Dharampura-3, Jagdalpur-494001 Dist: Bastar (C.G.)
Phone No. : 07782-229577, Email-ircon.2062@ircon.org, GSTIN-22AAACI0684H2ZV.

IRCON/2064/NMDC/22-23/E-tender/Balance works/FOB Date: 14.10.2022

(By speed post & Email)

To,

M/s P.D. Maheshwari,
L-4, Vinoba Nagar,
Bilaspur, Chhattisgarh -495001
E-mail: p.d.railway@gmail.com
Phone : 91 - 07752 - 412449; Mobile: 91-9669130007

Attn : Mr. Prakash Kumar Maheshwari

Sub: Construction of balance works of Foot Over Bridge (FOB) in Package II in connection with "Construction of Private Railway Siding for NMDC's Integrated Steel Plant at Nagarnar near Jagdalpur in Chhattisgarh." :LETTER OF ACCEPTANCE

Reference No.

1. Tender No: IRCON/2064/NMDC/22-23/E-tender/Balance works/FOB Dated: 03.08.2022
2. Your Bid (ID 457423) dated 23.08.2022.

Dear Sir,

This is to inform you that competent authority of Ircon International Limited has accepted your offer 23.08.2022 for aforesaid Tender at a total cost of **Rs. 8,29,94,438/- Plus GST @ 18% amounting to Rs 1,49,38,999/-, Totalling to Rs 9,79,33,437/-** (Rupees Nine Crores Seventy Nine Lakh Thirty Three Thousand Four Hundred & Thirty Seven Only) details enclosed as **Annexure-A**.

1. SCOPE OF WORK: [Ref SCC Clause no 2]

The scope of work/contract includes the Construction of balance works of Foot Over Bridge (FOB) and other allied balance works in connection with the Construction of Private Railway Siding for proposed 3 MTPA Integrated Steel Plant for NMDC Ltd., at Nagarnar, Chhattisgarh State (Package: II Schedule-C).

The work mainly includes: Earthwork in excavation, Plain and Reinforced Cement Concrete, , Precoated Galvanized Iron Profile Sheets works, Reinforcement Steel works, Steel Girder & Structural Steel Works as per drawing or as directed by engineer in charge.

पंजीकृत कार्यालय : सी-4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली-110017, भारत

Registered office: C-4, District Center, Saket, New Delhi-110017, INDIA

Tel: +91-11-29565666, Fax : +91-11-26854000, 26522000, E-mail: info@ircon.org, Web : www.ircon.org

CIN - L45203DL1976GOI008171



Any other incidental / ancillary Works required in connection with completion of the above as directed by IRCON/Engineer.

The scope given above is only indicative. The detailed scope has been described in the tender documents.

2. MOBILISATION ADVANCE – Not applicable. : [Ref SCC Clause no 3]

3. TAXES AND DUTIES (Ref.: SCC Clause no 7 & G.C.C. Clause '56.0', '57.0', '62.0' '64.0' and sub-clause no. 4.3, 4.4 and 4.5 of 'Instructions To Tenderers')

- 3.1 The Contractor shall get registered with the concerned Goods and Services Tax Department of the relevant state(s) of the project and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing Goods and Services tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time. (Refer clause 56.0 (v) of GCC).
- 3.2 Wherever certain exemptions / benefits are available on custom duty the Contractor shall consider the same while quoting his rates. For instance, materials/ Plant and Machinery etc. used for execution of the projects financed by International organizations enjoy exemption from custom duty under Foreign Trade Policy as Deemed Export on fulfilling the conditions as per Govt. notifications. Similarly the Contractor shall ensure that whenever any benefits are available under any other law, these shall be considered while quoting the rates.
- 3.3 GST, TDS & Income tax shall be deducted at source from the payments of the contractor as per the prevailing rules/tariff and a certificate of such deductions Tax Deducted at Source (TDS) shall be issued by the employer.
- 3.4 **GST as applicable shall be paid by the contractor on submission of Tax Invoice(e-invoice) to the concern department within due date and the same should be reflected in IRCON's GST form no 2B within due date. IRCON will withheld GST amount claimed in the bill from respective running account bill. However, this will be released only after the amount of GST is reflected in IRCON's GST form no 2B.**

4.0 PRICE ADJUSTMENT (Ref: SCC Clause no 8.1 & GCC Clause 57.0)

Price adjustment shall not be applicable for this tender. The quoted/accepted rates shall remain firm till the completion of works.

5.0 PERFORMANCE SECURITY [Ref SCC Clause no 9& GCC clause no 8.]

- 5.1 The successful bidder shall submit a Performance Security (PS) in the form of a Performance Guarantee (PG).

The Performance Guarantee shall be in the form of irrevocable Bank Guarantee (BG) on the Proforma annexed as Annexure-II of the tender document from any Scheduled Bank for an amount of Rs 29,38,003/-i.e 3% (Three percent) of the contract value of Rs 9,79,33,437/-.



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This B.G. shall be initially valid upto 60 days beyond the stipulated date of Defect Liability Period (12 Months) i.e upto 15.06.2024. In case, the time for completion of work get extended, the Contractor shall get the validity of P.G. extended to cover such extended time for Defect Liability Period plus 60 days.

- 5.2 The successful bidder shall have to submit a Performance Security(PS) within 21 (twenty one) days from the date of issue of Letter Of Acceptance (LOA), but before signing of the contract agreement. Extension of time for submission of PS beyond 21 (twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PG can be accepted on the next working day.
- 5.3 In case the Contractor fails to submit the requisite PS even after 60 days from the date of issue of LOA, award of contract shall be deemed to be terminated, unless otherwise permitted by the "Employer", and the Earnest Money Deposit and other dues payable against that contract shall be forfeited.
- 5.4 No payment under the contract shall be made to the Contractor before Receipt of verified performance security, through SFMS mode.

SFMS Confirmation to be sent to ICICI Bank , Connaught Place , New Delhi, A/c no 000705053610 . IFSC Code ICIC0000007.

- 5.5 In event Contractor commits default/breach in fulfilling contractual obligations i.e. achieving milestones, default(s) in commencing the work, fails to maintain the required progress, fail to mobilized at site as required, execute bad work or work not done as per specifications, abandons the work, persistently disregard to instruction of the Engineer or contravenes any provisions of the contract etc., Employer will be entitled to forfeit the performance security and/or may reserve the right to forfeit the performance security.

If the Contractor commits any default/breach as aforesaid and the same has been brought in notice of the Contractor in writing, the Employer shall, without prejudice to any other right or remedy available in law or contract, shall be at liberty to forfeit the performance security absolutely, notwithstanding and/or without prejudice to any other provisions in the contract, in addition to action taken under other provisions contained in this contract or otherwise.

All other provision of Clause 8.1 of General Conditions of Contract shall remain unchanged.



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6.0 RETENTION MONEY [Ref GCC clause no 8.2]

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill amount adds upto 5% of the contract value of the work.

All other provision of Clause 8.2 of General Conditions of Contract pertaining to retention money shall remain unchanged.

7.0 COMPLETION PERIOD[Ref GCC clause no 11]

7.1 The work is required to be completed within a period of 06 months (Six Months) from the date of issue of letter of acceptance by IRCON The Time given is inclusive of monsoon. The work has to be executed in co-ordination with other agencies working on or near the project.

7.2 Along with tender, You shall submit your work programme for the completion of works within the stipulated completion period.

7.3 Within 7 (seven) days of the acceptance of the tender and before the work is commenced, the contractor shall have to submit a detailed programme for the execution of work, for the approval of the employer. The agreement or the approval of the programme by the employer shall not relieve the contractor of any of his responsibilities to complete the whole works by the prescribed time.

7.4 The contractor shall commence the works within the period stipulated in the letter of acceptance and execute the works as per the approved programme.

8.0 DEFECT LIABILITY PERIOD[Ref: SCC clause no 12 &GCC Clause 68.0]

The Defect Liability Period for the works in the subject tender shall be 12 (Twelve) months from the date of completion of the complete work as certified by the Engineer-in-charge. The contractor shall be required to make good any defect due to defective workmanship or faults due to faulty construction and notified by IRCON within the above period. In event of failure of the contractor in promptly rectifying the defective work notified by the employer, the employer shall have the full right/liberty to withhold any due payment to the contractor and en-cash the bank guarantees furnished by the contractor. The employer's decision in this regard shall be final and binding on the contractor.

9.0 DEPLOYMENT OF ENGINEERS & PROVIDING PEON/Office Boy TO IRCON [Ref: SCC clause no 13]

9.1 The contractor shall provide and keep on the works, during the execution of the works, efficient and competent Engineers to ensure that the work is executed strictly as per provisions of the Contract. It shall be the obligation on the part of the contractor to provide the following minimum Engineering staff at site:



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Sl. No.	Position/Qualification/Experience	Minimum Nos. to be deployed
1	Project Manager – Civil Engineering Graduate with minimum experience of 15 years in the field of civil engineering works involving framed structure buildings, Structural Steel sheds & FOB, ROB & RE Works.	1
2	Engineer (Quality Control, Environmental & safety) – Civil Engineering Graduate with minimum experience of 5 years / Civil Engineering Diploma with minimum experience of 7 years in the field of quality control/laboratory testing for concreting works, safety at site.	1
3	Site Engineer (Civil) - Civil Engineering Graduate with minimum experience of 5 years / Civil Engineering Diploma with minimum experience of 7 years in the field in the field of civil engineering works involving framed structure buildings/Structural Steel sheds & FOB/ ROB & RE Works.	1+1 =2
4	Surveyor - Civil Engineering Graduate with minimum experience of 5 years / Civil Engineering Diploma with minimum experience of 7 years in the field of survey work.	1

In addition to the above, requisite number of staff for laboratory and other supervisory staff shall be deployed by the contractor.

The technical staff shall be got approved in writing from the Employer (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Employer of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of the Employer.

- 9.2 In case, the Contractor fails to deploy sufficient Engineers as described above, the Employer shall be entitled to recover the following amount from the dues of the contractor :-

1	Non Deployment of Project Manager.	Rs. 80,000/- per month or part thereof
2	Non Deployment of Engineer (Quality Control, Environmental & safety)	Rs. 40,000/- per month or part thereof
3	Non Deployment of Site Engineer (Civil)	Rs. 40,000/- per month or part thereof



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4	Non Deployment of Surveyor	Rs. 40,000/- per month or part thereof
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The decision of the Employer as to the period for which the required technical staff was not employed by the contractor and as to reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

9.3 Along with the tender, the tenderer is required to submit the details of Project Manager and other technical staff proposed to be deployed for the execution of works and on award of work the same persons or persons having equivalent qualifications/experience shall be deployed for the execution of work. The contractor shall deploy competent and experience workmen, operators for the execution of works/operation of machinery. The contractor shall make all arrangement for the provision of boarding /lodging for his personnel.

9.4 Contractor shall provide 1 nos of Peon/office boy for housing keeping & maintenance of site offices /office till completion of Works as directed by IRCON.If contractor fails to provide the Peon/office boy within one month from date of issue of LOA, IRCON shall keep 1 nos of Peon/office boy er and recovery will be made @ Rs. 12,000/- per Month for Peon/office boy from the R.A. bills of the contractor. Cost of this is deemed to be included in your quoted price

10. **METHOD OF MEASUREMENT AND PAYMENT [Ref Clause no 14 of SCC & Clause no 61 of GCC]**

The method of measurement for various items of work is given in the technical specifications. The payment for the various items shall be made for the actual quantities executed and measured as per the above methods. However, the payable quantities for various items shall be restricted to those paid by client to IRCON.

10.1 Payment is subject to receipt of the same from Client.

- i. Ircon is executing the work as per the requirement of and at the cost of the Client, NMDC Ltd. as indicated in the Appendix to Bid.
- ii. Payment to the Contractor will be released after receipt of the billed amount from the Client NMDC Ltd.. However, attempt will be made to release such payment generally not later than 56 days after acceptance of the measurement submitted by the Contractor by the Engineer.
- iii. In case of delay in making payment to the Contractor beyond average 56 days, the Engineer will suitably adjust the target date of completion of the affected activity. No other claim what so ever will be entertained on this account.

11.0 **CONTRACT AGREEMENT [Ref SCC Clause no 15]**

The contractor shall enter into and execute the contract agreement in the form of agreement (Annexure – I of GCC) within 30 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the contractor at his own cost. Original agreement shall be retained by the Employer and certified copy shall be made available to the contractor.



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12.0 INSURANCE [Ref SCC Clause no 17]

In terms of Clause 9 of the General Conditions of Contract, the Employer shall obtain a Contractors All Risk Policy (CAR) for the entire contract awarded by the client to the Employer and hence the contractor is not required to take any CAR policy for the work awarded to him by the Employer. However, as provided in Clause 9.3 of the General Conditions of Contract, **other insurances pertaining to plant & Machinery, workmen Compensation, Third Party liability etc. shall be taken by the contractor (successful bidder) at this own cost and the cost towards the same shall be included in the quoted rates.**

The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the

Commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor his sub-contractor, petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period. If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

13.0 Milestone Achievements:- [Ref SCC Clause no 20]

In order to ensure progress during execution of the work, the contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to accomplish milestone targets within allocated time frame, save for reasons accepted as valid by the Engineer-in-charge, shall create and constitute ground for failure on the part of contractor for maintaining progress of the work as per agreed programme sufficient enough to recover liquidated damage @ Rs.25,000/-per day after the due date of each mile stone, limited to amount as per clause 21 of SCC & 49 of GCC.



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S l.	Structure	Quantity	Completion Milestone by Month					
			MONTHS					
			1st	2nd	3rd	4th	5th	6th
2	FOB	1 no.	Mobilisation at site	Footings & Staircases	Structural steel Fabrication & Erection	Misc. & Finish	Handing Over to NMDC	

Note:

1. 'Date of Start' (DOS) is the date of Handing over of drawings for construction to the contractor but not earlier than 10 days after issue of LOA. First mile stone will be reckoned at the end of calendar month. Progress of work will be monitored on a proportionate basis for part of the month after the DOS.

17.0 Formwork/Shuttering:- :- [Ref SCC Clause no 23]

Rate of all Concrete works are inclusive of formwork/shuttering, hence necessary formwork/shuttering shall not be measured for payment.

All other terms and conditions contained in the e-tender documents dated 03.08.2022 shall form part and parcel of the contract.

This letter of acceptance is being sent in duplicate. One copy may please be signed, stamped and returned to this office in token of unconditional acceptance.

You are requested to contact undersigned for further instructions.

Thanking You,

Your's Faithfully
For & on behalf of
Ircon International Ltd.

Suresh B. Matali
14.10.2022
(Suresh B. Matali)
Addl. General Manager/PH



Enclosure: BOQ at Annexure-A

Copy to PD/Chattisgarh for information

ANNEXURE-A

Tender No: -IRCON/2064/NMDC/22-23/E-tender/Balance works/FOB, Dated: 03.08.2022

LOA No: -IRCON/2064/NMDC/22-23/E-tender/Balance works/FOB/ , Dated: 14.10.2022

Construction of balance works of Foot Over Bridge (FOB) in Package II in connection with "Construction of Private Railway Siding for NMDC's Integrated Steel Plant at Nagarnar near Jagdalpur in Chhattisgarh."

PKG II : BALANCE WORKS OF FOB

Item No.	BOQ Item NO.	Description	Unit	Estimated Rate (LAR)	BOQ Quantity	Amount
		FOOT OVER BRIDGE				
1	1	1 Earth work in excavation in foundation of bridges to desired profile including back filling, compaction of back fill, and disposal of surplus earth upto a lead of 5km. The work shall be completed as per the directions of Engineer-in-charge at site.	Cum	253.99	1746.95	443708.01
2	2	2 Providing and laying in position cement concrete of specified proportion including cost of cement, centering and shuttering-All works upto plinth level: 1:3:6(1 cement :3 sand : 6 graded stone aggregate 40mm nominal size.)	Cum	3959.12	57.97	229510.28
3	3	3 Providing and laying in position cement concrete of M20 /M25 grade, including the cost of cement, centering and shuttering, as per direction of Engineer-In-charge.	Cum	4980.19	50.00	249009.60



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Item No.	BOQ Item NO.	Description	Unit	Estimated Rate (LAR)	BOQ Quantity	Amount
4	4	Supply and installation, of pre-coated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 +/- 5% total coated thickness (TCT) thick Zinc coating 120 gsm as per IS:277 in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches while transportation and should be supplied in single strength length upto 12 metre or as desired by Engineer-In-charge. The sheet shall be fixed using self drilling/ self tapping screws of size (5.5 x 55 mm) with EPDM seal or with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I. Limpet washers filled with white lead complete upto any pitch in horizontal /vertical or curved surfaces excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	746.23	2072.00	1546194.34
5	5	Supplying Reinforcement steel of approved quality and using the same in Bridge work as per the requirement and as decided by Engineer-In-Charge of work including all lead, lift, loading, unloading, ascent, descent, royalty, taxes, transportation, incidental charges, tools & plants etc. complete. Testing of steel shall be done by the contractor in an approved laboratory at their own cost as and when directed by the Engineer-In-Charge. The tests shall be identified by Engineer-In-Charge and the test reports shall be submitted by the contractor before using the materials in the works. (i) High strength deformed bars of grade Fe415 /Fe500 conforming to IS : 1786.(Qty is given only for superstructure excluding for substructures.)	MT	52961.50	41.00	2171421.43
		Note : Final payment will be based on the actual quantity utilised only. Nothing extra will be paid for any wastage of reinforcement steel.		0.00	0.00	0.00
6	6	Structural steel work welded in built up sections, trusses and framed work, girders, stagings, racks, etc including cutting and bending straightening, hoisting fixing in position, including applying a priming coat of approved steel primer, complete upto all heights as per requirement of drawing in RSJ, tees, angles, channels, flats, plates & round or square bars etc, inclusive of foundation bolts & other fastenings (HSFG bolt, HTS nut bolts & other fastenings etc.) all complete whatever as mentioned in the drawing and as directed by engineer incharge.	MT	99167.44	430.63	42704871.13



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Item No.	BOQ Item No.	Description	Unit	Estimated Rate (LAR)	BOQ Quantity	Amount
7	7	Structural steel work in single section including cutting and bending straightening, hoisting fixing in position, including applying a priming coat of approved steel primer, complete upto all heights as per requirement of drawing in RSJ, tees, angles, channels, flats, plates & round or square bars etc, inclusive of foundation bolts & other fastenings (HSFG bolt, HTS nut bolts & other fastenings etc.) all complete whatever as mentioned in the drawing and as directed by engineer incharge.	MT	71053.66	110.00	7815902.09
8	8	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, complete upto all heights as per requirement of drawing in RSJ, tees, angles, channels, flats, plates & round or square bars etc, inclusive of foundation bolts & other fastenings(HSFG bolt, HTS nut bolts & other fastenings etc.) all complete whatever as mentioned in the drawing and as directed by engineer incharge.	MT	76581.12	103.00	7887855.11
9	9	Providing and fixing pre-coated galvanised steel sheet roofing accessories 0.50 mm (+ 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS:277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling / self tapping screws complete : Ridges plain (500 - 600 mm) all complete as per drawing and as directed by engineer incharge.	SQM	360.72	300.00	108215.24
10	10	Providing and laying in position machine bathed and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying, including the cost of centering, shuttering, finishing, admixtures but excluding the cost of reinforcement which will be paid separately, using 20 mm graded crushed stone aggregate and coarse sand of approved quality in slab, landing, waist slab, steps etc upto a maximum height of 9 m from ground level complete as per drawing, technical specifications and as directed by Engineer-in-charge.	CUM	4906.53	231.00	1133408.05



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Item No.	BOQ Item NO.	Description	Unit	Estimated Rate (LAR)	BOQ Quantity	Amount
11	11	Providing, hoisting and fixing precast reinforced cement concrete in slab, landing, steps etc including setting in cement mortar 1:3 (1 cement : 3 coarse sand) with machine batched and machine mixed design mix M-30 grade cement concrete, using cement content as per approved design mix, including the cost of centering, shuttering, finishing, admixtures but excluding the cost of reinforcement which will be paid separately, using 20 mm graded crushed stone aggregate and coarse sand of approved quality upto a maximum height of 9 m from ground level complete as per drawing, technical specifications and as directed by Engineer-in-charge.	CUM	4906.53	143.00	701633.56
A.		TOTAL : BALANCE WORKS OF FOB [BASIC COST EXCLUDING GST]				64,991,728.83
		Contract addition: 27.70 % above on Total basic Cost (A)				18,002,708.89
		Total Basic Including Contract addition				82,994,437.72
		Say				82,994,438
D.		18% GST on C i.e. (Basic Cost + Contract addition)				14,938,999
E.		Total Cost(Gross Value) Inclusive of 18% GST (C+D)				97,933,437

Grand Total (Gross Value) in Words : Rupees Nine Crores Seventy Nine Lakh Thirty Three Thousand Four Hundred & Thirty Seven Only

