



इरकॉन इंटरनेशनल लिमिटेड  
(भारत सरकार का उपक्रम)  
**IRCON INTERNATIONAL LIMITED**  
(A Govt. of India undertaking)  
An Integrated Engineering and Construction Company

इरकॉन

121/C, Mandir Marg, Ashok Nagar, Ranchi - 834002 (Jharkhand)

E-mail : crcp.2071@ircon.org

No.: IRCON/B-1200026/WPO-SER/BNDM/EYBP/PKG-PEB/24)

Date:03.09.2022

M/s Pinax Steel Industries Pvt. Ltd.,  
Village-Deokuli, PO-Musepur,  
Bihta, Patna-801103 (Bihar)  
Email – steel@pinaxgroup.in

**(Letter of Acceptance)**

**Name of Work:** Design and Construction of Industrial Sheds with Pre-Engineered Steel Structures (PEB) excluding its civil works in connection with the Setting up of Detachment Free Rake Examination Facilities at Exchange Yard of Bondamunda, South Eastern Railway (PKG-PEB).

**Ref:** (i) e-Procurement Notice No.: IRCON/B-1200026/WPO-SER/BNDM/Re-e-Tender/PEB dated 14.08.2022.

(ii) Technical Bids opened on 30.08.2022 & Financial Bids opened on 01.09.2022.

With reference to the above, this is to inform you that your offer for the subject work has been accepted by the Competent Authority for and on behalf of IRCON International Limited at a total cost of **Rs. 11,43,13,853.10/- (Rupees Eleven Crore Forty-Three Lakh Thirteen Thousand Eight Hundred Fifty-Three and Paise Ten Only) including GST @ 12%**. The summary of BOQ accepted by the Competent Authority is enclosed herewith as **Annexure-A**.

The important terms and conditions of the above tender are mentioned in brief below. However, the clauses as mentioned in tender documents shall be final and binding.

**1.0 Performance Security:**

1.1 In terms of SCC Clause 11.0 & GCC Clause 8.1(i), you are requested to submit performance security within 21 (Twenty One) days from the date of issue of this Letter of Acceptance (LOA) in the form of irrevocable bank guarantee on the Proforma annexed as **Annexure-II** (Addressed to:- IRCON International Limited, Acting through Project In-charge, 121/C, Mandir Marg, Ashok Nagar, Ranchi-834002, Jharkhand) for an amount of **Rs. 34,29,415.60 (Rupees Thirty Four Lakh Twenty Nine Thousand Four Hundred Fifteen and Paise Sixty Only) @ 3% (Three percent)** of the derived contract value from any scheduled bank having validity up to 60 days beyond the stipulated date of completion.

**2.0 Completion Period and Programme Submission.**

2.1 In terms of SCC Clause 4.0, completion period of the work is **Nine (09) months** from the date of issue of letter of acceptance including monsoon period. The work has to be executed in co-ordination with other agencies working on or near the project.

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

Registered Office : C-4 District Centre, 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



2.2 You are requested to submit within 15 (Fifteen) days of issue of this Letter of Acceptance and before the work is commenced; a detailed programme for each major element of the work, using the modern networking techniques for project monitoring, for approval of the engineer. The construction programme will show the general methods, arrangements, order and timing for all significant activities in the work identifying the **critical path for the work** clearly, along with monthly cash flow. The programme shall clearly provide for and indicate the time required for preliminaries before starting the work and shall indicate the details of commencement and completion of various sections of the work.

2.3 You are advised to adhere to the milestone schedule as required by SCC Clause 5.2 milestones for each activity.

### 3.0 Accepted Rates and Price Variation:

3.1 The quoted rates shall be deemed to include all the cost towards the scope of work of contractor as detailed in the tender documents, including cost of all materials, labour, plant and machinery, supervision, overhead, profit, insurances, including transit insurance, replacement/ correction of defective works, incidentals etc. and all the taxes and duties etc. complete. Nothing extra over the accepted rates will be payable unless noted expressly otherwise in the tender documents.

3.2 The contract price adjustment/ price variation shall be dealt as per Clause No. 8.0 of SCC.

3.3 The changes brought out in Goods & Service Tax in compliance of 47th GST Council Meeting held on 28th & 29th June'2022 shall be dealt as per the clause 9.3 of SCC as equally applicable to these changes mutadi mutandis.

4.0 **Mobilization Advance:** Not Applicable

### 5.0 Defect Liability Period:

The contractor shall maintain, rectify, and make good at his own cost any defect/ deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period for **12 (Twelve) months** from the date of completion of the work as per Clause No. 12.0 of SCC.

### 6.0 Insurance:

In terms of Clause No. 14.0 of SCC, before commencement of works, you are requested to obtain insurance cover at your own cost as per details provided in that clause.

### 7.0 Contract Agreement:

You are requested to attend the office of General Manager/Civil, IRCON International Limited, 121/C, Mandir Marg, Ashok Nagar, Ranchi – 834002 (Jharkhand) for signing contract agreement within 28 days of the issue of LOA. Format of contract agreement is enclosed as **Annexure-I**. The stamp paper 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/Engineer and a certified copy shall be made available to the contractor.

**8.0 Security Deposit/ Retention Money:**

As per clause no. 8.2(i) of GCC, retention money for all contracts shall be recovered from on account/ final bills of the contractor @ 10% of gross value of each bill up to 5% of the contract value of the work.

- 9.0 You are advised to mobilize the resources to commence the work, immediately. Please contact the undersigned at project office, Address- IRCON International Limited, 121/C, Mandir Marg, Ashok Nagar, Ranchi- 834002, Jharkhand for further instructions.
- 10.0 Conditions mentioned above in this LOA are a brief reference of the terms of tender document. Detailed terms and conditions shall be as per NIT, Tender Document and corrigendum if any, which shall be an integral part of this contract and shall be binding on you.
- 11.0 The letter of acceptance, along with your submitted offer, shall constitute a binding contract between **M/s Pinax Steel Industries Pvt. Ltd. and IRCON International Limited**, till a formal agreement is drawn and executed.
- 12.0 This is a conditional offer and being issued in duplicate. You are requested to return one copy of this letter of acceptance duly accepted, signed and stamped on each page by your authorized representative. Acceptance of this LOA will mean that you have accepted the conditional order as well.

Thanking You

For & on behalf of  
IRCON International Limited

  
(Mohan Singh)  
General Manager/Civil

03.09.22

Enclosure: (i) Annexure-A(BOQ)  
(ii) Annexure-I (Form of Agreement)  
(iii) Annexure-II (PBG Format)

Copy for information and n/a please: JGM/Finance/Ranchi



Name of Work : Design & Construction of Industrial Sheds with Pre-Engineered Steel Structures (PEB) excluding its civil works in connection with the Setting up of Detachment Free Rake Examination Facilities at Exchange Yard of Bondamunda, South Eastern Railway (Odisha) (PKG-PEB)

NIT No. IRCON/B-1200026/WPO-SER/BNDM/Re-e-Tender/PEB dated 14.08.2022

| Item SN.                          | Item Desc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item Code | Item Qty | Qty Unit | Unit Rate incl. GST @ 12% (Rs) | Amount incl. of GST @ 12% (Rs) |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------|--------------------------------|--------------------------------|
| <b>Schedule A - PEB Shed Work</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |          |          |                                |                                |
| 01                                | Designing, providing, fabricating, painting, transporting, erecting and securing in position structural steel work for pre-engineered building and workshops complete as per specifications, approved shop drawings and / or instructions. Work under this item would generally cover all structural steel work in the Buildings/Workshops, including but not being limited to, columns, stanchions, beams, rafters, purlins, canopy, steel work for cladding & louvers above 4.80m high from floor level, gantry girders, bracings, catwalk, ladders & stairs inside & outside, provision for fixing Electrical, Mechanical and S & T equipments. All structural steel shall be supplied painted as per specification of the painting as per Clause 2.0 of Specifications for PEB in Chapter 10. Work to include all intermediate stages of activities not defined herein, but otherwise implied for completion of work under this item. Cost to include but not be limited to, all materials including wastage, all consumables, fasteners of all types for both temporary and permanent stages of work, all temporary stays, labour, temporary works including staging, scaffolding, tools, plant and costs of all incidentals and necessary testing of material, workmanship etc. including cost of painting as per specifications.. (for detail description of item please see PDF copy of uploaded Tender Document)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NS-1      | 691.59   | MT       | 1,31,099.73                    | 9,06,67,262.27                 |
| 02                                | Providing & fixing of composite insulated panels manufactured in a continuous process plant with high speed oscillation sprayed foam in roof and wall with all necessary flashing, trims, ridge capping, accessories & fasteners to ensure and air tight, insulated building which is not only functionally compliant but also aesthetically pleasing with contemporary international look. The specification is as follows:-<br>Composite insulated panels having on top side trapezoidal profile 28-35 mm deep and 200- 300mm pitch with 950-1050 mm effective cover width. The profile having 2-3 secondary ribs in pan and an anticlimactically flute at side overlap shall be made of 0.50 mm TCT pre-painted high tensile galvalume/zincalume steel grade AZ 150/G-300 having hot dipped metallic Zn-Al alloy coating (150gms/Sqm, Zinc 45% Al 55%) as per AS 1397-1993<br><br>having 300MPs yield strength with Super Durable Polyester XRW coating or equivalent as per AS/NZS- 2728-1997 category 3 total coating thickness of 35 microns comprising of 20 microns exterior coat of SMP over superpolyester XRW on top surface & 5 micron polyester reverse on back surface over 5 micron primer coat on both surfaces and bottom liner tray made of 0.50mm TCT pre- painted high tensile galvalume/Zincalume steel grade AZ 150/G-300 of similar specification as for the top sheet in approved colour including side and end taps. The panels shall have 30mm thick (Min) insulation core of rigid polyurethane foam 40 Kg/m3 density to the requirement of IS 12436-68. The panels shall be produced in a continuous process line with high pressur oscillation spray foamed insulation core. The panels of customised length shall have a return leg tongue to ensure snug and air tight joinery at bottom. The overlap side shall have an isolation tap to prevent thermal bridge. Roof and wall panels shall be fixed using stainless steel hex head self drilling fasteners as per AS 3566 class 3 or equivalent on crest of panels for connection with purlins and stitching fastener @ 300 mm c/c on all side and end laps etc. Measurement shall be based on per unit of finished laid surface area. Sealant and gaskets wherever necessary to be provided to ensure contemporary aesthetic look of international standard. Roofs of buildings, Canopy and side cladding, gable end cladding etc all complete:- | NS-2      | 8,367.70 | Sqm      | 2,114.58                       | 1,76,94,171.07                 |



| Item SN.                                                                                                   | Item Desc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item Code | Item Qty | Qty Unit | Unit Rate incl. GST @ 12% (Rs) | Amount incl. of GST @ 12% (Rs) |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------|--------------------------------|--------------------------------|
| 03                                                                                                         | Designing, supplying, erecting and fixing in position 3 mm thick polycarbonate sheets of approved make texture and colour for roof lighting. Sheets to be profiled to match metal sheets described in other item should include cost of laying sheet in curvature wherever required. cost to include jointing, sealing with Butyl adhesive to make it complete water tight and takes as per manufacturers specifications and cover all cost of labour, tools, plants, temporary works etc all complete. Roofs of buildings and side cladding, gable end cladding etc all complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NS-3      | 835.00   | Sqm      | 1,754.22                       | 14,64,773.70                   |
| 04                                                                                                         | Designing, providing, fabricating, painting, transporting securing in position LOUVERS with wide narrow slats as per approved drawings and instructions, complete with metal frame work in 3 mm thick steel sheet painted as per specification. Profiled sheets of louver shall be minimum 0.50 mm TCT/0.45mm BMT high tensile zinc aluminium alloy coated galvalume/ zincalume steel sheet (550 MPa yield strength) having a coating of mass of 150 GSM Zn-Al alloy coating as per As 1397-1993 finished with 20 micron approved colour coating of Silicon modified polyester (SMP)/Super polyester paint coat on exposed surface over a primer coat of 5 micron and back coat of 5 micron on reverse side over a 5microns primer coat. Cost includes necessary fillers, seals, flashing, rubber strip nosing to slats complete in all respects. Payment shall be based on area measured with in frame work of louvers units.                                                                                                                                                                                                                                                                                                                                                 | NS-4      | 835.00   | Sqm      | 2,361.35                       | 19,71,727.25                   |
| 05                                                                                                         | Providing & fixing permanently colour coated trapezoidal profiled sheet of depth 28-35 mm deep and 200- 300mm pitch distance with precisely engineered "rib & Flute" design with 950-1050 mm effective cover width matching to profile of PUF panels. Profiled sheets shall be minimum 0.50 mm TCT/0.45mm BMT high tensile zinc aluminium alloy coated galvalume /zincalume steel sheet (550 MPa yield strength) having a coating of mass of 150 GSM Zn-Al alloy coating as per As 1397-1993 finished with 20 micron approved colour coating of Super Durable Polyester XRW coating or equivalent paint, coat on exposed surface over a primer coat of 5 micron and back coat of 5 micron on reverse side over a 5 microns primer coat. There shall be 2 small ribs/square flutes between profiles for providing additional strength. The sheet to be fixed over the purlins/girts with hexagonal neadself drilling suitable fasteners with EPDM washer on crests of the sheet @ 300mm c/c on all sides and end laps etc.<br>Measurement shall be based on per unit of finished laid surface area. Sealant and gaskets wherever necessary to be provided to ensure contemporary asthetic look of international standard. Roofing and Partition wall claddings etc all complete | NS-5      | 1,893.00 | Sqm      | 809.64                         | 15,32,648.52                   |
| 06                                                                                                         | Supplying, erecting & fixing of Gantry rails of section CR 100/CR 80/ CR 60 as per requirement conforming to IS: 3443-1980 including supplying and fixing all fixtures viz. rail clips, nut bolts, washers etc. complete in all respect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NS-6      | 28.48    | MT       | 1,16,439.82                    | 33,16,206.07                   |
| <b>Schedule A Total Estimated Cost (incl. GST @ 12%)</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |          |                                | <b>11,66,46,788.88</b>         |
| <b>Less : 2% as Quoted &amp; Accepted</b>                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |          |                                | <b>-23,32,935.78</b>           |
| <b>TOTAL CONTRACT VALUE (incl. GST @ 12%)</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |          |                                | <b>11,43,13,853.10</b>         |
| <b>Rupees Eleven Crore Forty Three Lakh Thirteen Thousand Eight Hundred Fifty Three and Paise Ten Only</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |          |                                |                                |



GENERAL CONDITIONS OF CONTRACT

ANNEXURE-I

(Ref. Sub-clause no.: 12.5 of General Conditions of Contract)

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
(Month/year) between IRCON INTERNATIONAL LIMITED, acting  
through \_\_\_\_\_ (Project Head and name/address of the  
Project \_\_\_\_\_) (hereinafter called "the  
Employer/Engineer") of the one part and  
\_\_\_\_\_ (name and  
address of the Contractor) (hereinafter called "the  
Contractor") of the other part.

WHEREAS the Employer is desirous that work of  
"\_\_\_\_\_  
\_\_\_\_\_" should be executed by the  
Contractor viz. Contract No. \_\_\_\_\_  
(hereinafter called "the Works", and has accepted a Bid by the  
Contractor for the execution and completion of such Works and  
the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Appendix to Tender
  - e) Form of Bid
  - f) Special Conditions of the Contract
  - g) General Conditions of Contract
  - h) Particular Technical Specifications
  - i) General Technical Specifications
  - j) Relevant codes and Standards
  - k) Drawings
  - l) Bill of Quantities



GENERAL CONDITIONS OF CONTRACT

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

1.

2.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Employer in the presence of:

Witness:

1.

2.

Name and address of the witnesses to be indicated.



GENERAL CONDITIONS OF CONTRACT

ANNEXURE-II

(to be executed on a non-judicial stamp paper of ₹100/- only)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To  
IRCON INTERNATIONAL LIMITED,

[Acting through \_\_\_\_\_ (Project  
Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Contractor]  
(hereinafter called "the Contractor") has undertaken, in  
pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
to execute the work of "\_\_\_\_\_  
....."  
....." (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract  
that the Contractor shall furnish you with a Bank Guarantee by  
a scheduled bank for the sum specified therein as performance  
security for compliance with his obligations in accordance  
with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank  
Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and  
responsible to you, on behalf of the Contractor, up to a total  
of \_\_\_\_\_ [amount of Guarantee],  
[amount in  
words], such sum being payable in the types and proportions of  
currencies in which the Contract Price is payable, and we  
unconditionally agree and undertake to pay you, without any  
demur or protest, at once, upon your first written demand and  
without cavil or argument, any sum or sums within the limits  
of \_\_\_\_\_ [amount of Guarantee] as mentioned in  
demand letter, without requiring you to prove or to show  
grounds or reasons for your such demand for the sum specified  
therein, in the first letter of invocation.

We hereby waive the necessity of your demanding the said  
amount under bank guarantee from the Contractor before  
presenting us with the demand.



GENERAL CONDITIONS OF CONTRACT

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 60 days from the date of completion of the work).

We, the \_\_\_\_\_ Bank further agree that this guarantee shall be invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)\*. The branch at New Delhi/NCR/Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by \_\_\_\_\_ (Name of Issuing Bank, with address) on \_\_\_\_\_ (Name of Employer's Bank, with address) IFS Code \_\_\_\_\_ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\*The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

