



इरकॉन इन्टरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)

छत्तीसगढ़ रेल परियोजना

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)

An Integrated Engineering and Construction Company

CHHATTISGARH RAIL PROJECT

इरकॉन

IRCON/2059/CGRP/e-TENDER/22-23/KHS-DHARAM/BSP-56 /13507 Dated. 10.12.2022
To

M/s Rajesh Kumar Agrawal,
Partner Mr. Rishabh Agrawal,
Station Road, Kharsia, Raigarh,
Pin:- 496661 Chhattishgarh
PH No: 6261981095
Email Id: rkkharsia@gmail.com

(Letter of Acceptance)

Sub: Construction of Approach road for loading platform at Dharamjaigarh station in connection with the construction of New BG Electrified Railway Line of East Corridor-I between Kharsia (Km-0) to Dharamjaigarh (Km-74.0) in the State of Chhattisgarh over South East Central Railway- **Letter of Acceptance**

Ref: i. NIT No: IRCON/2059/CGRP/e-TENDER/22-23/KHS-DHARAM/BSP-56 Dated:22.10.2022
ii. Technical Bid Opened on 12.11.2022 and financial bid opened on 30.11.2022

With reference to the above, this is to inform you that your offer for the subject work has been accepted by Competent Authority for and on behalf of IRCON International Limited for a sum of **Rs. 2,39,32,873.42/-** (Rupees Two Crore Thirty-Nine Lakhs Thirty-Two Thousand Eight Hundred Seventy-Three rupees and Forty-Two Paise) **including all taxes, duties etc.** The summary of BOQ accepted by the Competent Authority is enclosed herewith as **Annexure-I**.

The important terms and conditions of the above tender is mentioned in brief below, however the clauses as mentioned in the tender document shall be final and binding.

1.0 Performance Security

1.1 In term of SCC clause no. 13.0, you are requested to submit performance security within 21 (twenty-one) days from the date of issue of letter of acceptance (LOA) in the form of irrevocable bank guarantee on the Performa annexed as Annexure-II for an amount of **Rs 10,05,268.00/-** (Ten Lakh Five Thousand Two Hundred Sixty Eight Rupees only) @ 3% (Three percent) of the contract value plus additional Performance Guarantee from any scheduled bank having validity initially up to 60 days beyond the stipulated date of completion i.e. 08.05.2023 (09.03.2023 + 60 days).

2.0 Completion Period and Programme Submission.

2.1 In term of SCC clause no. 10.0, completion period of the work is **03 (Three) months** from the date of issue of letter of acceptance including monsoon period i.e. **up to 09.03.2023**. The work has to be executed in co-ordination with other agencies working on or near the project.

2.2 In term of SCC Clause no. 10.0, you are requested to submit within 7 (seven) days of issue of 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

प्रथम तल, नार्थ एवेन्यू, तखतपुर रोड, उसलापुर
बिलासपुर (छ.ग.) 495001
1st Floor, North Avenue, Takhatpur Road
Uslapur, Bilaspur- 495001 Fax : 07752-261959

रजि. कार्यालय : सी-4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली-110017, भारत
Regd. Office : C-4, District Centre, Saket, New Delhi-110017, INDIA
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E-mail : info@ircon.org Web : www.ircon.org

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general methods, arrangements, order and timing for all significant activities in the works 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 the preliminaries before starting the work and shall indicate the details of commencement and completion of the various sections of the work.

3.0 Accepted Rates and Price Variation:

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, royalty etc complete. Nothing extra over the accepted rates will be payable unless noted expressly otherwise in the tender documents. However, the contract price adjustment/price variation shall be dealt as per clause No.9 of SCC.

4.0 Variation in Quantity:

In term of SCC Clause no. 19.0, variation in quantities shall be dealt as per Clause 58 and 59 of general condition of contract.

5.0 Maintenance and 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 months from the date of completion of the work. Maintenance and defect liability period shall be dealt as per clause No 11 of SCC.

6.0 Insurance:

In term of SCC clause no. 12.0, before commencement of works, you are requested to obtain insurance cover as per the details provided in the clause.

7.0 Contract Agreement:

In term of SCC clause no. 15.0, you have to attend the office of Project Director/CGRP, IRCON Project Office, Bilaspur, Chhattisgarh for signing of contract agreement within 28 days of the issue of LOA. Format of contract agreement is enclosed as **Annexure-III**. 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/ Engineer and a certified copy shall be made available to the contractor.

8.0 Deployment of Engineers (SCC Clause no 14)

8.1 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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Sn	Position/Qualification	Minimum Requirement
1	Project Manager – Graduate/ Diploma Engineer having minimum experience of 10/15 years in Road works.	1 No.
2	Site/Planning Engineer (Civil, Quality Control, Environment & Safety) – Graduate / Diploma Engineer having minimum experience of 3/5 years in Road works.	1 No.
3	Engineer (Survey, Planning & Quantity Survey) – Graduate / Diploma Engineer with Minimum of 3 years relevant experience	1 No.

In addition to the above, requisite number of staffs for testing and other supervisory staff shall be deployed by the Contractor. Contractor should deploy one survey team with requisite equipment's for planning, marking layout and checking alignment, levels etc during construction.

- 8.2** In case, the Contractor fails to deploy sufficient Engineers as described above, the Engineer/ Employer shall be entitled to recover the following amounts from the dues of the Contractor:

1	Non-Deployment of Project Manager.	Rs. 80,000/- per month per person or part thereof
2	Non-Deployment of Quality / Site Engineer/ Planning Engineer/Surveyor	Rs. 45,000/- per month per person or part thereof

- 8.3** Also, in case of failure of contractor to provide Project Manager/Engineers, IRCON reserves the right to engage them of its own out of the penal amount recovered as per above rate against specific category.

9.0 Site office: (SCC Clause No 3.3)

You will set up reasonably furnished site offices at one location (as decided by Engineer) with in project reach with office of about **50 sqm** by hiring a building or by erecting temporary building/Pre-fab-building with the proper electric arrangement, water supply and sanitary fittings with good roofing & flooring for the exclusive use of the Engineer.

You will also provide **01 (one)** bell boy for official working in the site office for entire contract period. In case, the office is not provided by the contractor, suitable recovery will be made from the contractor's bills / dues as decided by the Engineer.

10.0 Security Deposit/ Retention Money/EMD.

Retention money will be recovered from on account/final bills as per clause no. 13.2 of Special Condition of contract and 8.2 of GCC.

- 11.0** You are advised to mobilize the resources to commence the work immediately. Please contact the project office, address-IRCON INTERNATIONAL LIMITED, 1st Floor, North Avenue, Takhatpur Road, Uslapur, Bilaspur, Chhattisgarh-495001 or **the undersigned for further instructions.**

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- 12.0 Conditions mentioned above in this LOA are a brief reference of the terms of tender document. Detailed terms & conditions shall be as per NIT, Tender document & corrigendum, which shall be an integral part of this contract and shall be binding on you.
- 13.1 Priority of document shall be as per clause No. 1.0 of SCC.
- 13.0 This letter of acceptance, along with your submitted offer, shall constitute a binding contract between **M/s Rajesh Kumar Agrawal** and Ircon international limited, till a formal agreement is drawn and executed.
- 14.0 **This letter is being issued in duplicate. You are requested to return one copy of this letter of acceptance duly accepted, signed & stamped on each page by your authorized representative.**
- 15.0 **You are requested to commence the work immediately.** The entire work shall be completed within a period of **03 months including monsoon period** from the date of issue of this LOA i. e. **09.03.2023.**

Thanking you

Encl: Annexure-I (BOQ)
Annexure-II (PBG Format)
Annexure-III (Format of contract Agreement)

Yours faithfully,
For and on behalf of
Ircon international limited


(Ankush Gupta)
Project Director/CGRP

Copy for information and necessary action please:
CEO/CERL, AGM/Finance, AGM/Civil/Raigarh

ANNEXURE-I

Name of Work: Construction of Approach road for loading platform at Dharamjaigarh station in connection with the construction of New BG Electrified Railway Line of East Corridor-I between Kharsia (Km-0) to Dharamjaigarh (Km-74.0) in the State of Chhattisgarh over South East Central Railway.

ABSTRACT OF BILL OF QUANTITIES

Sl.No	Schedule	Description	Basic Amount (Rs)
1	Schedule-1	Road Works	2,07,22,732.00
2	Schedule-2	Earthworks & Concrete work (Other than Steel items)	13,41,020.60
3	Schedule-3	Steel items	3,96,159.75
4	Schedule-4	Other items of Work not covered by above schedules (SECR-USSOR-2010)	6,16,770.00
Total Basic amount			2,30,76,682.35
GST @ 18%			41,53,803.00
Total Estimated Cost (Rs.)			2,72,30,485.35

Rate %/Below/Above/At Par : (-) 12.11% Below

Total Basic amount : Rs. 2,02,82,096.10

GST @ 18% : Rs. 36,50,777.30

Total Awarded Value : **Rs.2,39,32,873.42** (Rupees Two Crore Thirty Nine Lacs Thirty Two Thousand Eight Hundred Seventy Three Rupees and forty Two Paise only) including GST.



(Ankush Gupta)
Project Director/CGRP

BILL OF QUANTITIES:

Item No.	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
	Schedule (1) : Road Works				
1	Construction of sub-grade with Material Obtained from Borrow Pits/Borrow Area (Construction of sub-grade with approved material/selected soil having C.B.R.>8 (unless specified otherwise in the contract) obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement of table 300-2 as a complete job.the rate includes Royalty,octroi, taxes etc, labour machine & Plants,handling/unhandling leads and lifts etc all.	cum	1800.00	289.05	520290.00
2	Granular Sub-base as per Table:- 400-1 Construction of granular sub-base by providing graded Material, , carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface watering, rolling and compacting with vibratory power roller at OMC to achieve the desired density, complete as per clause 401 as per MORTH specifications.				
A	Plant mix method (with Mechanically crushed stone only)				
(a)	For Lower Sub-base with				
(i)	Grading-IV Material	cum	2800.00	1,675.13	4690364.00
3	Wet Mix Macadam (Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density as per clause 406 as per MORTH specifications.)	cum	2500.00	1,647.55	4118875.00
4	Prime coat: (Providing and applying primer coat with oil-based bitumen emulsion (SS-1, grade confirming to IS:8887) on prepared surface of granular Base including clearing of road surface and spraying primer using mechanical means as per clause 502 as per MORTH specifications.				
(i)	on WBM/WMM surface @0.85 Kg/sqm.	sqm.	9900.00	71.24	705276.00
5	Dense Bituminous Macadam (Providing and laying dense bituminous macadam with minimum 40-60 TPH capacity HMP using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5% by weight of total mix of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No.505 complete in all respects as per MORTH specifications.)				
A	With sensor paver finisher				
(i)	for Grading-II(26.5 mm nominal size bitumen content 4.50%)	cum	800.00	9,016.49	7213192.00

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Item No.	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
6	Tack coat Providing and applying tack coat with bitumen emulsion (RS-1, grade confirming to IS:8887) using emulsion pressure distributor on the prepared bituminous/granular surface cleaned with mechanical broom and as per clause 503 as per MORTH specifications. (i) Bituminous surface @ 0.25 kg /Sqm	sqm.	7500.00	16.59	124425.00
7	Bituminous Concrete (Providing and laying bituminous concrete with minimum 40-60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder @ 5.0 to 6.0% by weight of total mix of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects)				
A	With sensor paver finisher				
(i)	for Grading II (13.2 mm nominal size) with bitumen 6.0 %	cum	300.00	11,167.70	3350310.00
TOTAL OF SCHEDULE (1)					20,722,732.00
SCHEDULE (2): Earthworks & Concrete work (Other than Steel items)					
1	Earth work in excavation in foundation of bridges/structures/Drains/Roads by mechanical means (hydraulic excavation) to desired profile including ramming of bottom, backfilling, compaction of back fill, getting out excavated usable surplus materials and utilise it for formation in filling and disposal of surplus unsuitable soil as per directions of the Engineer in charge. The rate inclusive of all labour, material required, manual work for achieving desired profile, wet excavation, shoring, strutting, trenches and leading the surplus unsuitable soil to any other place as directed by Engineer incharge with all lead, lift, Ascent,descent , loading, un-loading ,tools & plant and removing slush, making protection bunds for diverting water wherever necessary, pumping out/balling out water with contractor's pump or by any other means complete as required. Note: 1.Rock spoils such as stones, boulders, pebbles, gravels, etc available from excavation, if are found suitable for use in works as per required specifications even after modifications etc. can be used free of cost but the legally payable royalty and taxes are to be paid by the contractor to the concerned authorities. 2. Rain cuts, slips and washings in the cutting and side drains will have to be cleared/rectified manually/mechanically and no extra cost will be payable. 3. Contractor has to arrange suitable land for disposal/stacked of unusable excavated material from cutting at his own cost.				
a)	Soil excluding rock	cum	360.00	247.47	89089.20
2	Providing and laying of Levelling Course (P.C.C M-15) cement concrete in foundation and flooring using well graded stone aggregate of 20 MM normal size,Corrective course of flooring etc with all required Labour and material including cement, royalty,	cum	160.00	4,720.99	755358.40

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Item No.	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
	taxes, leads, lifts, ascent/descent, loading, un-loading, shuttering, shoring, strutting, curing, pumping out/balling out water from foundations where required, fuel electricity etc as a complete job as per Direction of Engineer incharge..				
3	Providing and laying Design mix concrete M20 in toe wall, drain, retaining wall wing walls, return wall of Box, RUB, Abutment etc. using well graded stone aggregate of 20MM nominal size as per direction of Engineer- in-Charge. The rate is inclusive of cement, all labour and other required material, royalty taxes, leads, lifts, Ascent/descent, loading, un-loading, centring and shuttering, shoring, strutting, curing pumping out/balling out water where required, fuel, electricity etc as a complete job as required. (Rate Excluding steel reinforcement)	cum	100.00	4,965.73	496573.00
Total of Schedule - (2)					1,341,020.60
SCHEDULE (3): Steel items					
3	Supply TMT Fe500 reinforcement steel conforming to IS: 1786-2008 including decoiling, straightening, cutting, bending, hooking as per procedure specified in IS 2502, placing in position, binding with 1MM dia. G.I. binding wire. Note: Reinforcement, shall be measured in length for different diameters used in the works and then paid as per standard weights as per IS 1732. Wastages, overlaps, coupling, welded joints, spacebars, chairs and binding wire shall not be measured and cost of these items shall be deemed to be included in the rates.	MT	5 00	79,231.95	396159.75
Total of Schedule - (3)					396,159.75
Schedule-4: Other items of Work not covered by above schedules (SECR-USSOR-2010)				% Escalation on Basic rate	
1	Any item of SECR-USSOR-2010 not covered by any other item of Schedules - 1	Basic value	450000.00	37.06%	616770.00
Total Schedule-4					616,770.00


 (Ankush Gupta)
 Project Director/CGRP

(To be executed on a non-judicial stamp paper of Rs 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 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 undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums
within the limits of _____ [amount of Guarantee] as aforesaid without
your needing to prove or to show grounds or reasons for your demand for the sum
specified therein, in the first letter of invocation.

We hereby waive the necessity of your demanding the said debt from the
Contractor before presenting us with the demand.

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).

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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.

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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
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)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

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