



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

No. IRCON/2060/CGRP/e-TENDER/22-23/ Gevra-Pendra/Pkg-58/14324

Dated: 16.05.2023

To

M/s Jhajharia Nirman Limited
Jhajharia Mansion, Jagmal Block,
Bilaspur (C.G.) 495001
Tel: 07752419534, Fax: 07752268081
E-mail: jhajharia_nirman@yahoo.com

(Letter of Acceptance)

Sub: Supply and Stacking of machine crushed Stone Ballast in Yards for the section between Gevra (km 0) to Pendra road (135.3 Km) & Uрга to Kusmunda (Km 11.516) in connection with the construction of New BG Electrified Double Railway Line for Chhattisgarh East West Rail Corridor in the state of Chhattisgarh over South East Central Railway- **Letter of Acceptance**

Ref: i. NIT No: IRCON/2060/CGRP/e-TENDER/22-23/ Gevra-Pendra/Pkg-58 Dated: 14.02.2023
ii. Corrigendum no. 01 Dated 24.02.2023
iii. Technical Bid Opened on 09.03.2023 and financial bid opened on 03.05.2023

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 at a total cost of **Rs. 32,72,85,918.96/-** (Rupees Thirty Two Crore Seventy Two Lakhs Eighty Five Thousand Nine Hundred Eighteen Rupees and Ninety Six Paise only) **including GST**. 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. 12.0, 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 2,57,18,059.00/- (Two Crore Fifty Seven Lakh Eighteen Thousand and Fifty Nine 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. 14.04.2024 (15.02.2024 + 60 days).

2.0 Completion Period and Programme Submission.

2.1 In term of SCC clause no. 9.0, completion period of the work is **09 (Nine) months** from the date of issue of letter of acceptance including monsoon period i.e. **up to 15.02.2024**. 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. 9.0, 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**

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monitoring, for approval of the Engineer. The construction programme will show the 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 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.8 of SCC.

4.0 Variation in Quantity:

In term of SCC Clause no. 21.0, variation in quantities shall be dealt as per Clause 58 and 59 of general condition of contract.

5.0 Mobilization Advance:

Payment of mobilization advance shall be as per clause no. 04 of SCC.

6.0 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 10 of SCC.

7.0 Insurance:

In term of SCC clause no. 11.0, before commencement of works, you are requested to obtain insurance cover as per the details provided in the clause.

8.0 Contract Agreement:

In term of SCC clause no. 18.0, 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.

9.0 Deployment of Engineers (SCC Clause no 17)

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

- 9.2** 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. 75,000/- per month per person or part thereof
2	Non-Deployment of Engineer (Planning, Quantity, Survey, Quality Control)	Rs. 50,000/- per month per person or part thereof

- 9.3** 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.

10.0 Inspection Vehicles and site office (SCC clause No.3.2):

- 10.1** You will provide **01 (One) no. inspection vehicle (Model- Toyota Innova/Mahindra XUV 500 in good condition (model not older than 03 years))** for site movement of Engineer, Engineer's representative, Client or his representative and bear all expenditure in this regard including running cost up to 4000 km/month/Vehicle or Cumulative 50,000Km/year/Vehicle during the entire period of contract till completion of work including time extension, if any, and issue of certificate thereof.

The above vehicle (Model- Toyota Innova/Mahindra XUV 500) to continue during Defect Liability Period (DLP) with same terms and conditions as stated above.

In case, the vehicles are not provided by the contractor, it will be hired from open market and charges will be recovered from the contractor's bills/dues as decided by the Engineer.

10.2 Site office: (SCC Clause No 3.3)

You will set up reasonably furnished site office at one location (as decided by Engineer) with in project reach with office of about **100 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.

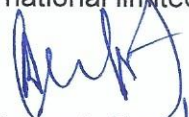
You will also provide **04 bell boys in office for official working in the site office for entire contract period**. In case, the office and/ or bell boys are not provided by the contractor, suitable recovery at the prevailing rate of state Govt's minimum wages per bell boy per month or part there off will be made from the contractor's bills/dues towards compensation of cost against these arranged by IRCON. Location of site offices will be decided by the Engineer.

- 11 Security Deposit/ Retention Money/EMD.**
Retention money will be recovered from on account/final bills as per clause no. 12.2 of Special Condition of contract and 8.2 of GCC.
- 12** 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.**
- 13** 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.
- 13.2** As per clause No 07 of integrity pact (enclosed as Annexure VI to ITT), the legal jurisdiction for this contract shall be New Delhi.
- 14** This letter of acceptance, along with your submitted offer, shall constitute a binding contract between **M/s Jhajharia Nirman Limited** and **Ircon international limited**, till a formal agreement is drawn and executed.
- 15** **This letter 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.**
- 16** **You are requested to commence the work immediately.** The entire work shall be completed within a period of **09 months including monsoon period** from the date of issue of this LOA i. e. **15.02.2024.**

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/CEWRL, GM Civil-I, GM Civil-II, AGM/Finance, AGM/Civil/Korba-I, JGM/Civil/Korba, JGM/Civil/P&C and DGM/Civil/Track

ANNEXURE-I

Name of Work: Supply and Stacking of machine crushed Stone Ballast in Yards for the section between Gevra (km 0) to Pendra road (135.3 Km) & Uрга to Kusmunda (Km 11.516) in connection with the construction of New BG Electrified Double Railway Line for Chhattisgarh East West Rail Corridor in the state of Chhattisgarh over South East Central Railway.

ABSTRACT OF BILL OF QUANTITIES

Sl.No	Schedule	Description	Basic Amount (Rs)
1	Schedule A	Supplying and Stacking of Ballast	37,99,84,000.00
	Total Basic amount		37,99,84,000.00
	GST @ 5%		1,89,99,200.00
	Total Estimated Cost (Rs.)		39,89,83,200.00

Rate %/Below/Above/At Par : 17.97% Below
Total Basic amount : Rs. 31,17,00,875.20
GST @ 5% : Rs. 1,55,85,043.76
Total Awarded Value : **Rs. 32,72,85,918.96** (Rupees Thirty-Two Crore Seventy-Two Lakhs Eighty-Five Thousand Nine Hundred Eighteen Rupees and Ninety-Six Paisa) **Including GST**


(Ankush Gupta)
16/5/23
Project Director/CGRP

BILL OF QUANTITIES:

Sr. No.	Item Description	Unit	BOQ Quantity	Basic Rate	Basic Amount (Rs.)
Schedule (A) :Supply Of Ballast					
1	Supplying and stacking of machine crushed clean, hard, angular and durable Stone Track Ballast 50 mm size (65 mm to 20 mm well graded) confirming to latest RDSO Track Ballast specification (2004) & with latest corrections/amendments etc. Stacking of ballast to be done along the alignment at or near toe of the embankment, or in cutting ,top of embankment or cutting or any suitable designated places as advised/Directed by Engineer-in charge. The rate includes supply, levelling the stacking area/space,supply the ballast, labour, tools, all types of transportation, unloading, stacking, leads, lifts, handling, rehandling, ascends, descends, crossing of tracks and ant other obstructions etc., sieve analysis, charges for testing the quality of ballast at the reputed labs, all taxes, royalty, cess and shrinkages etc. No deduction will be made on stack measurement for shrinkage as specified in technical specification. The contractor will make ground level to enable levels being taken by the Engineer-in - charge at site prior to stacking. Note- 1) Ballast shall be supplied and stacked in the yard depot or along the formation for which necessary land shall be arranged by Agency itself. Nothing extra shall be paid on this account.	Cum	200000.00	1,899.92	37,99,84,000.00
Total of Schedule (A)					37,99,84,000.00

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Annexure - II

(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 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.

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

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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.

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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. **LOA 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.

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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.

Name and address of the witnesses to be indicated.

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