



इरकॉन इंटरनेशनल 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



No: IRCON/2060/CGRP/e-TENDER/22-23/KHS-DHARAM/BSP-59/14469.

Date: 13.06.2023

M/s Sushil Kumar Karunakar,
Quarter No. A-14, Rama Residency,
Torwa, Bilaspur (C.G.)-495001,
Telephone No: - 89660-60000,
Email: -kumar.sushil724@gmail.com,

(Letter of Acceptance)

Sub:- "Providing professional services for planning and supervision of P. Way Linking work in CERL & CEWRL in connection with the Construction of New B.G. Electrified Double/Single Railway Line of Chhattisgarh Rail Corridor project over South East Central Railway."-Letter of Acceptance (LOA)

Ref:- (1) NIT No. IRCON/2060/CGRP/e-TENDER/22-23/KHS-DHARAM/BSP-59 Dated: 07.03.2023
(2) Your Technical bid opened on 28.03.2023 and financial bid opened on 08.05.2023
(3) Your letter dated: 24.05.2023

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. 32,68,683.00 (Rupees Thirty-Two Lakh Sixty-Eight Thousand Six Hundred Eighty-Three 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. Performance Security

In term of SCC clause no. 11.0, 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. 98,061.00/- (Rupees Ninety Eight Lakhs and Sixty One only) @ 3% (Three percent)** of the contract value from any scheduled bank having validity initially up to 60 days beyond the stipulated date of completion i.e. 10.08.2024 (11.06.2024 + 60 days).

2. Completion Period and Programme Submission.

- In term of SCC clause no. 8.0, completion period of the work is **12 (Twelve) months** from the date of issue of letter of acceptance including monsoon period i.e. **up to 11.06.2024**.
- You are requested to submit work Program within 7 (seven) days of the issue of letter of acceptance and before commencement of work.

3. Accepted Rates:

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.



4. **Variation in Quantity:**

In term of SCC Clause no. 17.0, variation in quantities shall be dealt as per Clause 58 and 59 of general condition of contract.

5. **Insurance:**

In term of SCC clause no. 10.0, before commencement of works, you are requested to obtain insurance cover as per the details provided in the clause.

6. **Contract Agreement:**

In term of SCC clause no. 13.0, 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.

7. **Security Deposit/ Retention Money/EMD.**

Retention money will be recovered from on account/final bills as per clause no. 11.2 of Special Condition of contract and 8.2 of GCC.

8. 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.**

9. 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.

a. Priority of document shall be as per clause No. 1.0 of SCC.

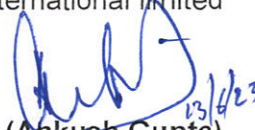
10. This letter of acceptance, along with your submitted offer, shall constitute a binding contract between **M/s Sushil Kumar Karunakar and Ircon international limited**, till a formal agreement is drawn and executed.

11. **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.**

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

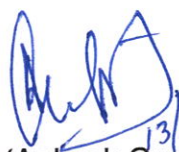
Copy for information and necessary action please:
AGM/Finance, AGM/Track/Raigarh, AGM/Civil/P&C

ANNEXURE-I

Name of Work: - Providing professional services for planning and supervision of P. Way Linking work in CERL & CEWRL in connection with the Construction of New B.G. Electrified Double/Single Railway Line of Chhattisgarh Rail Corridor project over South East Central Railway.

SI.No	Schedule	Description	Basic Amount (Rs)
1	Schedule A	Providing professional services for planning and supervision of P. Way Linking work in CERL & CEWRL in connection with the Construction of New B.G. Electrified Double/Single Railway Line of Chhattisgarh Rail Corridor project over South East Central Railway	32,68,683.00
Total Estimated Cost (Rs.)			32,68,683.00

Rate %/Below/Above/At Par : 0% At Par
 Total Awarded Value : **Rs.32,68,683.00 (Thirty-Two Lakh Sixty Eight Thousand Six Hundred Eighty Three Rupees Only) Including GST**

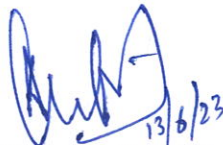

 (Ankush Gupta)
 Project Director/CGRP

Bill of Quantity

Name of Work: Providing professional services for planning and supervision of P. Way Linking work in CERL & CEWRL in connection with the Construction of New B.G. Electrified Double/Single Railway Line of Chhattisgarh Rail Corridor project over South East Central Railway.

BILL OF QUANTITIES (BOQ) / SCHEDULE

S. No.	Description of Items	Unit	Quantity	Rate (In Rs.)	Amount excluding GST (in Rs.)	Total Amount (including GST @18%) (In Rs.)
1	Providing professional services for planning and supervision of P. Way Linking work in CERL & CEWRL in connection with the Construction of New B.G. Electrified Double/Single Railway Line of Chhattisgarh Rail Corridor project (CGRP)					
A	RE (Resident Engineer P.Way) (1 Nos.)	Person Months	12	1,07,816.41	1,293,796.92	1,526,680.37
B	P.Way Expert (1 Nos.)	Person Months	12	71,878.32	862,539.84	1,017,797.01
C	Auto CAD Operator/ Draftsman (Civil) (1 Nos.)	Person Months	12	34,556.76	414,681.12	489,323.72
D	Clerk cum record keeper cum store keeper (1 Nos.)	Person Months	12	16,587.71	199,052.52	234,881.97
	Total Cost for 1 months (including GST)					2,72,390.26
	Total Amount for 12 months (including GST)					32,68,683.07
	Total Amount for 12 months including GST (Round off)					32,68,683.00


(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 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 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.

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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.

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.

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