

No. IRCON/2059/CGRP/e-TENDER/23-24/KHS-DHARAM/BSP-62/15064

Dated. 02.11.2023

To

M/s SRC Company Infra Pvt. Ltd.,
Flat No. 704, 7th floor, A-Block,
The Platina Building, Beside Radisson Hotel,
Gachibowli, Hyderabad-500032
Ph: 040-29700166

Email: business@srccompany.in, srccompany@rediffmail.com
(Letter of Acceptance)

Sub: Manufacturing, Supplying, fabrication, erection and launching of Steel Girder for Major Bridge No. 34 (Old)/ 40 (New) (Span 4x30.5m Open Web Girder) over Kelo River at Ch 27519 m (near Pelma) on Spur line between Bhalumuda (Km 13.375) and Gare Pelma (30.668) section in connection with the construction of New BG Electrified Railway Line of East Corridor-I between Kharsia (Km-0) to Dharamjaigarh (Km-74.0) with a Spur from Gharghoda to Gare Pelma in the State of Chhattisgarh over South East Central Railway- **Letter of Acceptance**

Ref: i. NIT No: IRCON/2059/CGRP/e-TENDER/23-24/KHS-DHARAM/BSP-62 Dated: 31.07.2023
ii. Technical Bid Opened on 22.08.2023 and financial bid opened on 15.09.2023
iii. Negotiation Meeting Dated 23.09.2023 at 11:00 PM
iv. Your Negotiation letter dated SRC/IRCON-BID/23-24/100 Dated 30.09.2023

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. 7,01,50,764.00/- (Rupees Seven Crore One Lakhs Fifty Thousand Seven Hundred Sixty-Four Rupees) 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 **35,07,538.20/-** (Thirty Five Lakh Seven Thousand Five Hundred Thirty Eight Rupees and Twenty Paise only) @ 5% (Five percent) of the contract value from any scheduled bank having validity initially up to 60 days beyond the stipulated date of completion i.e. **01.07.2024** (Stipulated Date of completion 02.05.2024 + 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 **06 (Six) months** from the date of issue of letter of acceptance including monsoon period i.e. **up to 02.05.2024**. The work has to be executed in co-ordination with other agencies working on or near the project.

SURENDER SINGH
Digitally signed by SURENDER SINGH
Date: 2023.11.02 19:03:39 +05'30'

प्रथम तल, नार्थ एवेन्यू, तखतपुर रोड, उसलापुर,
बिलासपुर (छ.ग.) 495001
1st Floor, North Avenue, Takhatpur Road,
Uslapur, Bilaspur 495 001 Tel : 07752-443719

रजि. कार्यालय : सी. - 4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली-110017, भारत
Regd. Office : C-4, District Center Saket, New Delhi-110017 INDIA
Tel. : +91-1129565666 Fax: 91-11-26854000, 26522000
Email : info@ircon.org web : www.ircon.org



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 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. 18.0, 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 10 of SCC.

6.0 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.

7.0 Contract Agreement:

In term of SCC clause no. 14.0, 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 13)

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:

Sn.	Position/Qualification	Minimum Requirement
1	Project Manager – Degree holder with minimum experience of 15 years in the field of Railway / Highway with specialization in structural steel works of open web girder.	1 No.
2	Engineer (Quality Control, Environmental & Safety) - Degree holder with minimum experience of 5 years/ Diploma holders with minimum experience of 7 years in the field of construction activity.	1 No.
3	Site Engineer (Civil) - Degree holder with minimum experience of 3 years/ Diploma holders with minimum experience of 5 years in the field of fabrication and erection of steel girder bridges (Open Web girders).	1 No.
4	Surveyor- Degree holders with minimum 3 years or 5 years for Diploma holder in the field of construction	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 or part thereof
2	Non-Deployment of Engineer (Quality Control, Environmental & Safety)	Rs. 50,000/- per month or part thereof
3	Non-Deployment of Site Engineer (Civil)	Rs. 40,000/- per month or part thereof
4	Non-Deployment of Surveyor	Rs. 40,000/- per month or part thereof

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 office at one location (as decided by Engineer) with in project reach with office of about **100 sqm** by hiring a building building/ Porta cabin structure 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 bell boy in office for official working in the site office**. 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.

10 Security Deposit/ Retention Money (SCC Clause No. 12):-

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.

- 11** 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.**
- 12** 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** Priority of document shall be as per clause No. 1.0 of SCC.
- 14** As per clause No 07 of integrity pact (enclosed as Annexure VI to ITT), the legal jurisdiction for this contract shall be New Delhi.
- 15** This letter of acceptance, along with your submitted offer, shall constitute a binding contract between **M/s SRC Company Infra Pvt. Ltd.** and **Ircon International Limited**, till a formal agreement is drawn and executed.
- 16** **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.**
- 17** **You are requested to commence the work immediately.** The entire work shall be completed within a period of **06 months including monsoon period** from the date of issue of this LOA i. e. **02.05.2024.**

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

Yours faithfully,
For and on behalf of
Ircon international limited

SURENDE
R SINGH
(Surender Singh)
Project Director/CGRP

Digitally signed by
SURENDER SINGH
Date: 2023.11.02
19:04:39 +05'30'

Copy for information and necessary action please:
CEO/CERL, GM/Finance, AGM/Civil/Raigarh, AGM/Civil/P&C.

ANNEXURE-I

Name of Work: Manufacturing, Supplying, fabrication, erection and launching of Steel Girder for Major Bridge No. 34 (Old)/ 40 (New) (Span 4x30.5m Open Web Girder) over Kelo River at Ch 27519 m (near Pelma) on Spur line between Bhalumuda (Km 13.375) and Gare Pelma (30.668) section in connection with the construction of New BG Electrified Railway Line of East Corridor-I between Kharsia (Km-0) to Dharamjaigarh (Km-74.0) with a Spur from Gharghoda to Gare Pelma 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	Steel Items	4,79,71,665.62
2	Schedule-B	Other items of work not covered by above schedules (SECR-USSOR-2010)	24,09,520.82
	Total Basic amount		5,03,81,186.44
	GST @ 18%		90,68,614.00
	Total Estimated Cost (Rs.)		5,94,49,800.44

Rate %/Below/Above/At Par : (+) 18.00%/Above
Total Basic amount : Rs. 5,94,49,800.00
GST @ 18% : Rs. 1,07,00,964.00
Total Awarded Value : **Rs. 7,01,50,764.00** (Rupees Seven Crore One Lakhs Fifty Thousand Thousand Seven Hundred Sixty-Four only) **including GST**

SURENDER SINGH
(Surender Singh)
Project Director/CGRP

Digitally signed by
SURENDER SINGH
Date: 2023.11.02
19:05:00 +05'30'

BILL OF QUANTITIES:

S No	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
	<u>SCHEDULE (A): Steel items</u>				
1	Providing, Fabricating Trial Assembly, Transporting and launching in position on piers/abutments as per drawing- duly applying protective coating(metalizing) on all parts of structural steel of bridge structure; complete with contractors own steel (conforming to IS 2062:2011, E250(B0 Quality),all materials, machineries, tools and tackles, consumables, energy/power, all leads and lifts labour etc. complete in all Respect(including shear stud connector etc) except concrete (including its reinforcement) item as per approved drawings & specifications ,relevant clauses of the contract and RDSO guidelines .The fabrication & erection cost shall include all the types of stiffeners, packing diaphragm HSFG bolts, steel drifts shop welds, shop and field rivets/bolts, templates, jigs, fixtures, back up supports, accessories etc. The job includes preparation of fabrication drawings, fabrication of steel girders, erection of girders and launching in position on piers/abutments as per drawing. The elements should be Aluminium metalized (as per cl.: 39.2.1 of RDSO:B1 and as per the RDSO stipulation vide letter No. CBS/MPP/Meeting; dt. 10.4.14) preceded by surface preparation by compressed air blasting/centrifugal blasting with suitable abrasive material (as per c.: 39.2.1 Appendix VII of RDSO; B1). The metalizing shall be followed by, one coat of etch primer to IS: 5666 and one coat of zinc primer to IS: 104. This shall be followed by two coats of aluminium paint to IS:2339 - one coat shall be applied before the fabricated steel work leaves the shop; After the steel work is erected at site, the second coat shall be applied after touching up the primer and finishing coat if damaged in transit (as per RDSO;IRS B-1; cl:39.2.1). The above Painting/Oiling/Metalizing scheme is a brief outline - but these will be guided by all the provisions as detailed in cl. 39.2 and 39.2.1 of RDSO; B-1 along with relevant appendices and other codes mentioned therein. The rate shall include all material testing, preparation of QAP and getting it approval by RDSO or any other agency as decided by the client. No part of the work shall be painted or coated, packed or dispatched until it has been finally inspected and approved by the inspecting officer as per QAP - The rate shall also include the cost of approval by RDSO/any other agency as decided by the client. All other relevant guidelines of (RDSO; B-1) shall be followed. Rate shall include all activities for delivering the end product except bearings & RCC (including its reinforcement) which shall be				

S No	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
	paid separately. Note: STUD SHEAR Connector:- Supplying manufacturing, fabrication, testing and welding with welded by STUD welding machine (with all contractor consumable) compatible with type of STUD on composite steel girder, conforming to IS : 3935 – 1966 of diameter 25 mm and height 200 mm and as per RDSO drawings with all alteration and as per approved drawing of railway and as per direction of Engineer – in – charge inclusive all. The stud should pass the test prescribed in above mentioned drawing. Note : 1. The tensile strength of STUD steel should be 4600 Kg/CM (Min.) , Yield strength -3500 Kg/CM 2 (Min.) Elongation – 20 % (Min.) 2. The STUD welding should be done by “Drawn ARC STUD welding ceramic ferrules” technique. 3. The STUD shear connector and ceramic ferrules confirm to type SD3/UF as per BS EN ISO13918 4. The mechanical properties of STUD shear connector shall be as per ISO 6892/BS EN ISO13918 5. The shape of tip of STUD may be chosen by manufacture. the stud tip shall be supplied with flux in the form of press – fitted aluminium bar or aluminium spray coating. 6. The diameter of ceramic ferrule D7 as per figure-13/table-18 of BS EN ISO13198 shall be 26MM (+0.5 mm & -0.0 mm)				
a)	composite Plate girder/Plate Girder/Open web Girder varying span from 12.2 m to 76.2m as per RDSO Drawing with up-to-date corrections/alterations)	MT	315.00	1,21,942.35	38411840.25
2	Load testing of one or more spans of bridges as selected by the engineer as per approved Load test procedure following relevant IS/IRC/Railway codes with contractor's Labour, deflection measuring instruments, loading material, recoding and analysing the load testing results including all leads & lifts etc. complete as required. The rate s are inclusive and will be paid after load test is finished and girder is cleared of kentledges/loading material etc. the load shall be 1.25 times the stipulated design load based on design load & not span. (one complete job)				
a	for span design load up to 100MT	Each	4.00	95,978.28	383913.12
b	Extra for every increase of 100 MT or part thereof in the span load capacity up to 800 MT	Each 100 MT	10.00	2,19,767.54	2197675.40
3	Rocker and roller bearing: supplying, fitting and fixing in position true in line and level complete as per RDSO Drawings and approved technical specifications with latest correction/Alteration	MT	10.00	90,803.48	908034.80

S No	Description of item	Unit	Quantity	Average Basic Rate (In Rs.)	Basic Amount (In Rs.)
	including all scaffolding, material, labour& machineries.				
4	Providing, cutting, fabricating, treating, fixing& painting structural steel conforming to IS-2062 in access ladders, inspection platforms, trolley refuse, railing side pathway, end connecting angles to channel sleepers corrosion guard etc joints welded to neat finish including one coat of Primer & two coats of aluminium paint complete in all respect	MT	35	1,01,800.71	3563024.85
5	Fabricating, supplying and fixing of 6mm to 8mm thick steel chequered plate conforming to IS:3502 for side pathway Fabricating ,supplying and fixing of 6mm to 8mm thick steel chequered plate conforming to IS:3502 for side pathway ,trolley refuse, floor for the bridge including fixing the same over side pathway, steel channel sleepers by drilling holes in steel channel sleepers by drilling holes in steel channel sleepers and side pathway.	MT	20	1,25,358.86	2507177.20
	Total of Schedule - (A)				4,79,71,665.62

Sr. No.	Item Description	Unit	BOQ Quantity	Escalation on Basic Rate	Departmental Basic Amount (Rs.)
	SCHEDULE (B): Other items of work not covered by above schedules (SECR-USSOR-2010)				
1	Any item of SECR-USSOR-2010 not covered by any other item of Schedules - A but required to be executed for successful completion of the work as deemed necessary by the Engineer.	LS (in Rs)	1918866.62	25.57%	2409520.82
	Total of Schedule (B)				24,09,520.82

SUREND
ER SINGH

Digitally signed by
SURENDER SINGH
Date: 2023.11.02
19:07:10 +05'30'

(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.

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.

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)

(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.