



इरकॉन इंटरनेशनल लिमिटेड

नवरत्नकंपनी
(भारत सरकार का उपक्रम)



IRCON INTERNATIONAL LIMITED

NAVRATNA COMPANY
(A Government of India Undertaking)
Ministry of Railways

An Integrated Engineering and Construction Company

Project Office: 1/7/2 Vaishnav Nagri, Nr. Ayappa Temple, Atul-Parnara Road, Dist. Valsad – 396 007

Email: ircon.3018@ircon.org

No. IRCON/3018/DFCCTP12/Balance wok/SS1/08-479/10671

Date: 28.05.2024

To,
M/s Shivsai Construction,
Office no. 11&12, 1st Floor, Cine Wonder mall,
Cine Max, Ghodbandar Road, Kapurbaudi
Thane (West) - 400610
Email: ssneassm@yahoo.co.in
(Contact person: Mr. Dilesh Sankhe/Director
Mb. No. 91-9930447114).

Sub: Construction and vertical extension of RUB's approach walls, drains along the RUB, landscaping, finishing & painting, gratings by structural steel and Hume pipes laying as directed in the SS1 section by the Engineer/Employer and additionally directed works by newly included items in between DFC Ch. 111+000 to 138+000 in connection with construction of WDFC phase-II, Vaitarana Sachin Section." – Additional work under SS1 section: **Letter of Acceptance.**

Ref: i) e-Tender No: IRCON/3018/DFCCIL-CTP-12/e-Tender/Balance wok/SS1/08-479 Dated 29.04.2024
ii) Corrigendum no. 1 Dated 10.05.2024
iii) Corrigendum no. 2 Dated 13.05.2024
iv) Tender Opened on Dated 18.05.2024

Dear Sir,

- 1) We are pleased to inform you that the competent authority of M/s Ircon International Limited has accepted your offer for the above subject work for a total amount of Rs. 1,40,17,018/- (One Crore, Forty Lacs, Seventeen Thousand, Eighteen Rupees only) inclusive of GST@18% and other applicable taxes except labour cess as per the Bill of Quantities as Annexure –A.

Head Office: C-4, District Centre, Saket, New Delhi 110017 INDIA
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Email: info@ircon.org Web: www.ircon.org
CIN-L45203DL1976GOI008171



- 2) This letter of acceptance shall constitute a legal and binding contract between M/s Ircon International Limited and M/s Shivsai Construction till such time the Contract Agreement is signed. You shall enter into and execute the contract agreement within 28 days from the date of issue of this letter of acceptance at the office of undersigned. You are requested to arrange the stamp duty papers of requisite value as per the prevailing laws for signing of contract agreement in terms of clause 12.5 of General condition of contract.
- 3) You are requested to submit the Performance security of Rs. 7,00,851/- (5% of Contract value) initially valid up to stipulated date of completion plus 60 days, as per clause 8.0 of General Condition of Contract. The Performance Security shall be submitted within 21 days from the date of issue of Letter of Acceptance (LOA).
- 4) In case of Performance Security submitted in BG form same shall be issued as per the format enclosed at Annexure –B in the favour of M/s IRCON INTERNATIONAL LIMITED by using Structural Financial Messaging System Platform (SFMS) of the bank. The details required for BG Confirmation through SFMS platform is as under: -

a)	Name of the Bank & Branch Address of the M/s IRCON INTERNATIONAL LIMITED, DFC-CTP-12 Project, Mumbai.	BANK OF INDIA, Valsad Branch, Ground Floor, Shri Dixit Falia Anavil, Dixit Street, Panchwadi, Maholla, Valsad, Gujarat 396001.
b)	IFSC Code of the Branch mentioned	BKID0002900
c)	Email id of the project	ircon.3018@ircon.org

- 5) The Letter of Acceptance shall also be treated as Work Order and no separate work order will be issued.
- 6) The work shall be commenced immediately on receipt of this letter and entire work shall be completed in all respect within 02 (Two) Months in accordance with clause no. 12.0 of a special condition of contract.
- 7) You are advised to submit Program of Work in accordance with clause 20.0 of Special Condition of Contract within 15 days from the date of issue of this LOA.
- 8) All the documents that are submitted/ exchanged during tender process have to be referred at all times for clear understanding/ Interpretations of the contract conditions. Any deviation / conditions quoted by you, except those specifically mentioned in this LOA, stands deleted.
- 9) You are requested to take insurance coverage as per para 10.0 of special condition of contract.



- 10) You are advised to register with Shramik Kalyan Portal and follow labour laws as per contract. The compliances information shall be submitted to the office of General Manager on regular basis.
- 11) You are advised to submit GST invoice for Gujarat.
- 12) The LOA is issued in duplicate. You are requested to return a signed, stamped & acceptance copy of LOA as a token of receipt and unconditional acceptance of this Letter of Acceptance. All other terms and conditions contained in the e-tender no. IRCON/3018/DFCCIL-CTP-12/e-Tender/Balance wok/SS1/08-479 Dated 29.04.2024 shall form an integral part of the contract.

Thanking you,

Yours faithfully
For and on behalf of
Ircon International Limited



(S K Sinha)

General Manager/PH

Encl: - As Above

Copy to: -

- i) PD/Mumbai
- ii) AGM/Fin, Project Office Valsad.
- iii) AGM/SHE
- iv) AGM/Civil

IRCON GSTIN for Maharashtra: 24AAACI0684H1ZM

Annexure- A

Name of work: Construction and vertical extension of RUB's approach walls, drains along the RUB, landscaping, finishing & painting, gratings by structural steel and Hume pipes laying as directed in the SS1 section by the Engineer/Employer and additionally directed works by newly included items in between DFC Ch. 111+000 to 138+000 in connection with construction of WDFC phase-II, Vaitarana Sachin Section – **Additional work under SS1 section.**

e-Tender no.: IRCON/3018/DFCCIL-CTP-12/e-Tender/Balance wok/SS1/08-479 Dated 29.04.2024

BILL OF QUANTITIES (BOQ)

Item no	Description	Unit	Quantity	RATE (Rs)	Amount (Rs)
A	SCHEDULE A - EARTHWORK				
1	Disposal of surplus earth/unsuitable material to the contractor's own dumping site or as directed by Engineer in Charge. The rate shall include all lead, lifts, ascend, descend, transportation, labour, taxes, cost of land (if any) etc all complete.	Cum	525.391	₹ 62.08	₹ 32,616.62
2	Construction of embankment by mechanical means with approved material of Subgrade/Blanket to final designed cross section and levels as shown in the drawings and as per technical specification with all leads & lifts, dressing, compaction etc. as directed by the Engineer in Charge all complete. The rate shall include any extra quantity of fill to top up the embankment due to settlement.				
3	With suitable material imported from outside source - contractor own earth.	Cum	1200.272	₹ 931.15	₹ 11,17,631.71
5	Earthwork in excavation for foundation of minor bridges, RUB, retaining wall, toe wall, curtain wall, drop wall, drains etc including levelling the grade, ramming & compacting the bottom, trimming the sides, disposal of excess spoil off the site, filling the sides & compaction etc. all incomplete as per technical specification, drawing and as directed by Engineer in Charge. The rate shall include all dewatering, planking, strutting, protection work etc.				
5.1	All types of soil (including rock not requiring blasting).	Cum	525.391	₹ 290.98	₹ 1,52,877.81
6	Supply, Laying, Compacting, Curing of Grade M-15 lean concrete with 20mm nominal size aggregate mechanically mixed and compacted by vibrator, with Contractor's own design of mix as approved by Engineer at MNBs, retaining wall, toe wall, drain, drop wall, Drains, curtain wall etc. The rate includes all leads, lifts, transportation, cost of materials, labour, taxes etc complete. Note 1: The rate includes cost of cement also. Note 2: This is a specialized rates and it consists the cost of shuttering for Single Work, placing of concrete with the help of boom placer/Concrete pump/Hydra mounted bucket, cost of curing compound, Grouting material if required and generator with the water tanker etc. and mostly near the running DFCC Tracks. The space is limited and the cost of transportation of concrete is considered with additional Lead.	Cum	149.242	₹ 18,721.19	₹ 27,93,980.18
7	Supply, Laying, Compacting, Curing of Reinforced Cement Concrete (Grade M30) in retaining wall, RCC Box, RUB, Drains etc including all leads, lifts, transportation, cost of materials, labour, taxes etc complete as per drawings, technical specifications and as directed by Engineer in charge. Note (i) The cost of cutting, bending, tying the steel reinforcement shall be paid extra under relevant BOQ item. (ii) The rate includes cost of cement, non-shrinkable cement grouts, Steel Shuttering, etc. Note (iii) This is a specialized rates and it consists the cost of shuttering for Single Work, placing of concrete with the help of boom placer/Concrete pump/Hydra mounted bucket, cost of curing compound, Grouting material if required and generator with the water tanker etc. and mostly near the running DFCC Tracks. The space is limited and the cost of transportation of concrete is considered. This rate includes the cost of entry through the forest land and parallel to the approach of the RUB Country side wall.	Cum	131.508	₹ 26,291.53	₹ 34,57,544.39
8	Cutting, bending, placing and tying of steel reinforcement including all machinery, materials, binding wire, labours etc. at any level including all leads and lifts as per drawings and technical specifications. This cost including the cost of transportation and the manual shifting of the steel rebars including the work at the height and difficulty of execution and of the small nature including the shifting of Plant machinery to every worksite for cutting, Bending of material, Providing Reinforcement of approved Quality & make.	MT	5.803	₹ 22,516.25	₹ 1,30,654.82
9	Reinforcement purchased from local market by Subcontractor.	MT	6.093	₹ 58,081.50	₹ 3,53,880.43
10	Weep holes: Providing and fixing of 100mm dia (minimum) PVC pipes in wing walls/ returnwalls, face wall retaining walls, Drains and toe walls at 1meter centre to centre horizontally and 1m c/c vertically with all materials, labour, tools and plants etc. complete as per drawing and technical specification as directed by Engineer.	Meter	20.000	₹ 280.43	₹ 5,608.62
11	Supplying & Transporting 600mm dia, class NP-4 The rates includes all leads, lifts, transportation, cost of materials, labour, taxes etc complete.	Meter	17.500	₹ 6,483.05	₹ 1,13,453.39
12	Lowering NP-4 pipe with help of Hydra, JCB and Other supporting manpower.	LS	5.000	₹ 29,661.02	₹ 1,48,305.08
13	Two coat surface painting with the approved brand to match the aesthetics of the West side of RUB constructed by the IR. This Painting including any rectification works and including the grouting with the approved material and the payments made on the quantity as per actuals.	Sqm	8000.000	₹ 317.80	₹ 25,42,372.88
14	Machinery for excavation in Forest land to be provided to the Employer upon the confirmation from the forest department. The daily market rates of the machinery considered upon the verification and the written request from the Employer/Engineer.	LS	1.000	₹ 2,50,000.00	₹ 2,50,000.00
15	Supply & Fabrication of Grating Mesh as per approved drawing.	KG	2777.600	₹ 165.00	₹ 4,58,304.00
16	Fixing at the site location wise.	LS	5.000	₹ 20,000.00	₹ 1,00,000.00
17	Any additional item required to be execute upon written instructions from the Engineer. The rates of DSR will be followed.	LS	1.000	₹ 5,00,000.00	₹ 5,00,000.00
Total amount (Schedule A)					₹ 1,21,57,229.93
GST @ Schedule A				18.00%	21,88,301.39
Total Incl. GST					₹ 1,43,45,531.31
Quoted Percentage (Below)				-2.29%	-3,28,513.01
Grand Total amount including GST 18% after Quoted Rate					₹ 1,40,17,018.31

ANNEXURE-B

(to be executed on a non-judicial stamp paper of requisite value)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Project In charge) & 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 "then 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 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 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 Valsad/Project HQ (indicate detail address of branch with Code No.). * The branch at Valsad/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) IFSC 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 Valsad/Project HQ branch along with its Code No.

