

इरकॉन इंटरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)



IRCON INTERNATIONAL LIMITED



(A Government of India Undertaking)

An Integrated Engineering and Construction Company

Project Office: Near Railway Crossing 112, Behind Andeshwar Mandir, Amalsad-396310

email: irconancheliss4@gmail.com

No. IRCON/3018/DFCCIL-CTP-12/e-Tender/Sleeper/08-453/ 4535

dated 25.02.2023

M/s Patil Rail Infrastructure Pvt. Ltd

6-3-1239/B/111,

4th Floor, Renuka Enclave,

Raj Bhawan Road,

Somajiguda, Hyderabad (Telangana)

email: ekalavya@patilgroup.com

Mobile: 91-040-39556700, 91-7702527272

Sub: "Manufacture, Transportation & Delivery of PSC Sleepers broad gauge (Pre-tension) suitable for rail section to be catered for 60Kg/m (1080HH UIC Rail 60Kg/m) and 68kg/m(136RE 14) for 25 tone Axle load as per latest RDSO Drg NO. T-7008 for Gauge 1676 mm, Bridge Approach Sleepers as per RDSO Drg No T-8228 and PSC Turn out sleepers of full set 60 kg PSC turnout Sleepers for BG 1676 mm gauge (Fan shaped layout) suitable for 25 tonne axle load for turnouts 1 in12, 1 in 8.5 and Derailing Switch for Voestalpine VAEVKN design of turnout for Dedicated Freight Corridor Project CTP-12 of Vaitarana - Sachin section of Western Dedicated Freight Corridor Phase-II" : **Letter of Acceptance.**

Ref:

- NIT No. IRCON/3018/DFCCIL-CTP-12/e-Tender/Sleepers/ 08-453 dt 14.11.2022
- Technical bid opened on 20.12.2022
- Financial bid opened on 24.01.2023
- Your Letter for offer Validity Extention Vide Ltr No. PRIL/WDFCC/2022-23 dt 16.02.23
- Your final negotiated offer vide letter PRIL/IRCON/WDFCC/2022-23 dt 16.02.2023
- Your negotiation offer vide Letter No. PRIL/IRCON/WDFCC/2022-23 dt. 21.02.2023

Dear Sir,

- 1) We are pleased to inform that Competent Authority of Ircon International Limited has accepted your negotiated offer (ref-v) with revised conditions (ref-vi) for the above subject work for a total amount of **Rs. 8,47,74,189 (Rupees Eight Crore Forty-Seven Lakhs Seventy-Four Thousand One Hundred and Eighty-Nine only) inclusive of GST** and other applicable taxes as per the Bill of Quantities as Annexure –A. Ircon's acceptance of the conditions submitted along with your bid (ref-ii) is enclosed as Annexure "B".

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पंजीकृत कार्यालय : सी-4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली - 110017, भारत

Registered Office: C-4, District Centre, Saket, New Delhi 110017, INDIA

Tel: +91-11-29565666, Fax: +91-11-26854000, 26522000 | Email: info@ircon.org Web: www.ircon.org

CIN-L45203DL1976GOI008171



- 2) This letter of acceptance shall constitute a legal and binding contract between Ircan International Limited and M/s Patil Rail Infrastructure Pvt. Ltd 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. 25,43,300/- (3% of Contract value) initially valid up to stipulated date of completion plus 60 days, as per clause 8.0 of General Condition of Contract & negotiated offer. This Performance Security shall be submitted within 21 days from the date of issue of Letter of Acceptance (LOA) or before signing of the contract agreement whichever is earlier.
- 4) In case of Performance Security submitted in BG format same shall be issued as per the format enclosed at Annexure –C in the favour of 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 IRCON INTERNATIONAL LIMITED, DFC-CTP-12 Project, Mumbai.	BANK OF INDIA, Valsad Branch, GF, Shri Dixit Failai, Anavil, Panchwadi, Mota Bazaar, Dixit 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 04 (Four) months from the date of issue of this LOA i.e. upto 23.06.2023. Accepting one of the deviations submitted by the contractor, the date of commencement shall be adjusted from the date of availing Zonal Railways permission for the production of all types of sleepers. Such permission shall be availed within a reasonable minimum period of Fifteen(15) days.
- 7) All the documents that are submitted/ exchanged during tender process have to be referred all time for clear understanding interpretations of the contract conditions. Any deviation / conditions quoted by you, except those specifically mentioned in this LOA, stands deleted.
- 8) You are advised to submit GST number as per provision of GST act. You are requested to take insurance coverage as per para 36.0 of Special condition of contract.
- 9) The LOA is issued in duplicate. You are requested to return a signed, stamped & acceptance copy of LOA as token of receipt and unconditional acceptance of this Letter of Acceptance.
- 10) All other terms and condition contained in the e-tender no. Tender No: IRCON/3018/DFCCIL-CTP-12/e-Tender/Sleepers/ 08-453 dated 14.11.2022 shall form the integral part of the contract.

GSTIN for Gujarat: 24AAACI0684H1ZS


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GTIN For Maharashtra: 27AAACI0684H1ZM

Thanking you,

Yours faithfully
For and on behalf of
Irrcon International Limited


(Rajesh MR)

General Manager/PH (Gujarat)

Encl: - As Above

Copy to:-

- i) PD/Mumbai, for kind information please
- ii) CGM/Mech, For Information
- iii) AGM/Fin, Project Office, Valsad, for information
- iv) GM/ PH/SS2 & SS3, For Information
- v) DGM/Fin/Ancheli, For information & necessary Action.
- vi) DGM/Civil, For information & necessary Action.

ANNEXURE-A

LOA NO & Date: LOA No. IRCON/3018/DFCCIL-CTP-12/e-tender/ Sleepers/08-453/ dt.24.02.2023

Name of the work: Manufacture, Transportation & Delivery of PSC Sleepers broad gauge (Pre-tension) suitable for rail section to be catered for 60Kg/m (1080HH UIC Rail 60Kg/m) and 68kg/m(136RE 14) for 25 tone Axle load as per latest RDSO Drg NO. T-7008 for Gauge 1676 mm, Bridge Approach Sleepers as per RDSO Drg No T-8228 , and PSC Turn out sleepers of full set 60 kg PSC turnout Sleepers for BG 1676 mm gauge (Fan shaped layout) suitable for 25 tonne axle load for turnouts 1 in12, 1in 8.5 and Derailing Switch for Voestalpine VAEVKN design of turnout for Dedicated Freight Corridor Project CTP-12 of Vaitarana - Sachin section of Western Dedicated Freight Corridor Phase-II.

PRICE SCHEDULE

S.N o	Description	Unit	Qty	Rates (Rs.)	Amount(Rs.)
1	Manufacture, Transportation & Delivery of PSC Sleepers broad gauge (Pre-tension) suitable for rail section to be catered for 60Kg/m (1080HH UIC Rail 60Kg/m) and 68kg/m(136RE 14) for 25 tone Axle load as per latest RDSO Drg NO. T-7008 for Gauge 1676 mm for Dedicated Freight Corridor Project CTP-12 of Vaitarana-Sachin section of Western Dedicated Freight Corridor Phase-II	Nos	20,716.00	2,305.64	4,77,63,638.24
2	Manufacturing, Supplying, Transportation & stacking of PSC Bridge Guard Rail sleepers as per RDSO Drg. No. T-8228 to suit 60kg/m (1080HHUIC rail 60Kg/m) and 68 kg/m (136 RE14) & IRC Specification no. T-39 as amended latest alteration.	Nos	1,553.00	2,548.80	39,58,286.40
3	Manufacturing, Supply, of full set 60 kg/68Kg PSC turnout Sleepers for BG 1676 mm gauge 1 in 12 T/out as per Voestalpine VAE VKN Pvt Ltd sleeper design with long sleepers for fixing of motor operated points machine suitable for 25 tonne axle load for turnout with thick web switch & weldable CMS crossing compatible for DFC turnout design Drg. VAE VKN , conforming to IRS specification T- 45(3rd revision- November 2016) with latest amendments for WDFC project CTP -12 .	Set	14.00	5,25,064.60	73,50,904.40
4	Manufacturing and Supply of full set 60 kg/68Kg PSC turnout Sleepers for BG 1676 mm gauge for 1 in 8.5 T/out as per Voestalpine VAE VKN Pvt Ltd sleeper design with long sleepers for fixing of motor operated points machine suitable for 25 tonne axle load for turnout with thick web switch & weldable CMS crossing for 1 in 8.5, for turnout design VAEVKN , conforming to IRS specification T- 45(3rd revision- November 2016) with latest amendments for WDFC project CTP -12..	Set	3.00	3,61,316.00	10,83,948.00
5	Manufacturing and Supply of full set 60 kg/68Kg PSC Sleepers for BG 1676 mm gauge Derailing Switch with Thick Web tongue rail (Voestalpine VAE VKN Pvt Ltd sleeper with long sleepers for fixing of motor operated points machine suitable for 25 tonne axle load for D. Switch as per drg no. VAE VKN 11596-00 conforming to IRS specification T- 45(3rd revision- November 2016) with latest amendments for WDFC project CTP -12.	Set	5.00	1,14,814.00	5,74,070.00
Total including GST @18%(Rs.)					6,07,30,847.04
Add (+)39.59% (above)					2,40,43,342.34
Total Amount incl GST (Rs.)					8,47,74,189.38



Annexure "B"

Refs:

1. LOA No. IRCON/3018/DFCCIL-CTP-12/e-tender/ Sleepers/08-453/ dt 22.02.2023
2. NIT No: IRCON/3018/DFCCIL-CTP-12/e-Tender/Sleepers/ 08-453 dt 14.11.2022
3. Your negotiated offer vide letter PRIL/IRCON/WDFCC/2022-23 dated 16.02.2023
4. Your negotiated offer vide letter PRIL/IRCON/WDFCC/2022-23 dated 21.02.2023

IRCON's acceptance on deviations submitted by you with your negotiated offer is as under:

Clause ref	Tender Conditions	Deviation submitted by the bidder M/s Patil Rail Infrastructure Pvt Ltd	Ircon's Remarks
Clause no 12 of SCC: Completion Period	Period of Completion: 04 (Four) Months from the date of issue of LOA	06 (Six) Months from the date of Zonal Railway Permission.	Vide Letter under ref -4, M/s Patil Rail Infrastructure Pvt Ltd. has withdrawn the condition. However, IRCON accepted 04 months shall commence from the date of availing Zonal Railway Permission.
Clause no 12.1 of SCC Milestone Achievement	"D" is the date of issue of Letter of Award (LOA)	"D" is the date of Zonal Railway Permission	Accepted
Clause no 8.2 of GCC	Retention money for all contracts shall be recovered from on account/final bill of the contractor @10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds to 5% of the contract value of the work.	We are submitting our offer considering retention money as Nil. No retention money shall be recovered from our running bills	IRCON has not accepted the condition and is withdrawn by M/s Patil Rail Infrastructure Pvt. Ltd vide letter under ref-4.

Deviations Other than those accepted in this LOA stands deleted/ superseded and original contract conditions shall prevail on all such cases.

(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.

Signature Not Verified

Digitally signed by SHACHISH KUMAR SINHA
Date: 2023.03.15 16:17:01 IST
Location: eProcurement System for Central PSUs