



इरकॉन इन्टरनेशनल लिमिटेड
(भारत सरकार का उपक्रम)
IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
An Integrated Engineering and Construction Company



IRCON/3026/MAHSR/T2/e-Tender/PC Sleepers/LOA / 53

Dt.- 09.06.2023

To,

M/s Patil Rail Infrastructures Private Limited.

The Safe Legend 6-3-1239/B/111.

Renuka Enclave, Rajbhavan Road,

Hyderabad-500082, TG.

E-mail: info@patilgroup.com

Dear Sir,

Sub: Manufacture & Supply of Prestressed Concrete Sleepers (PC Sleepers) (Shoulder Inserts shall be provided by IRCON free of Cost) for use at Ballasted Track sections Depot, Maintenance Depot and Connecting lines etc., with JIS 60 kg Rails, JIS 50 kg N Rails (Standard)- 25 m length as per JIS E 1101, and 60 to 50 kg compromise rails at various locations between Zaroli Village at Maharashtra-Gujarat border (MAHSR km 156.600) and Vadodara (MAHSR km 393.700) in the state of Gujarat and the union territory of Dadra and Nagar Haveli in connection with Construction of Mumbai- Ahmedabad High Speed Rail (Package-MAHSR-T2).- **Letter of Acceptance (LOA)**

Ref:

- i) NIT No.: IRCON/3026/MAHSR/T2/e-Tender/PC Sleepers/01 Date: 07.03.2023
- ii) Your Letter No. PRIL/IRCON/2022-23/01 dated 27.03.2023 – Bid Submission.
- iii) Your Letter No. PRIL/IRCON/2023-24/01 dated 18.05.2023 – Negotiated Offer

With reference to your Bid submitted vide ref.(ii) and Negotiated Offer thereof for the tender invited vide ref.(i) for the subject work, it is to inform that your revised negotiated Offer has been accepted by the Competent Authority amounting to **INR 7,66,56,897.59** (Rupees Seven Crore Sixty-Six Lakhs Fifty-Six Thousand Eight Hundred Ninety-Seven and Fifty-Nine Paise only) including GST. A copy of the Bill of Quantities (BOQ) is enclosed as Annexure-I.

1.0 SCOPE OF WORK:

For complete scope of work, the contractor has to refer Clause no. 5 of Special Conditions of Contract of the tender document.

2.0 ACCEPTED RATES: (Refer Cl. 57 of GCC)

The accepted rates for various items of work are stipulated in the enclosed Bill of Quantities at Annexure-I to this LOA. It may please be noted that these accepted rates are firm and fixed till the completion of works.

3.0 TAXES, DUTIES & GST:

All taxes & duties shall be applicable as per Clause No.8.0 of Special Conditions of Contract (SCC).

4.0 PAYMENT TERMS:

To be dealt as per clause No.11 of Special Conditions of the Contract.



Handwritten signature and date: 09/06/2023



5.0 PRICE VARIATION/ADJUSTEMENT:

To be dealt as per clause No.09 of Special Conditions of the Contract.

6.0 PERFORMANCE SECURITY: (Refer GCC Cl 8.0, Cl. 24.0 & Cl 25.0 of SCC)

In terms of Clause No.8.0 of General Conditions of the Contract (GCC), the Contractor shall submit a Performance Security in the form of irrevocable Bank Guarantee (BG) on the Performa enclosed as **Annexure –II** for an amount of **3 % (Three Percent)** of the awarded contract value, amounting to. **INR 22,99,710/-** (INR Twenty-Two Lakhs Ninety-Nine Thousand and Seven Hundred Ten Only) **within 21 days** of issue of LOA and the initial validity of performance security up to 60 days beyond the stipulated date of completion.

No payment under the contract shall be made to the Contractor before receipt of performance security/guarantee.

The release of Performance security shall be governed by clause 8.3 of GCC.

7.0 INSURANCE:

To be dealt as per clause No.28 of Special Conditions of the Contract.

8.0 COMPLETION PERIOD: (Refer Cl. 10.0 of SCC)

The work shall be completed in all respects within in 12 months from the date of issue of LOA i.e., up to **08.06.2024**. The work shall be executed in co-ordination with other agencies working in or nearby the project. The date of commencement shall be from the date of issue of this LOA.

9.0 CONTRACT AGREEMENT:

On submission of Performance Guarantee, Contract Agreement shall be entered with IRCON within 28 days' time after the issue of Letter of acceptance as per the format enclosed at Annexure-I of GCC, in line with GCC clause 12.5.

10.0 OTHER TERMS & CONDITIONS:

All other terms and conditions are as per e-procurement Notice and Tender documents. This LOA shall constitute a binding agreement till such time a formal agreement is signed between the contractor and IRCON for the execution of the subject work.

You may contact PH/CGM/Civil, Surat, MAHSR T-2 Project at the below given address for further directions with regards to execution of work.

IRCON INTERNATIONAL LIMITED
Office No. 501-506, 5th Floor,
Building No. B, Swastik Universal,
Moje-Rundh, Surat, Gujrat Pin-395007.
Mobile No.: +91 95961 41510



Handwritten signature and date:
09/06/2023

This letter of award /acceptance is being issued in favor of the contractor in duplicate of which one copy marked as "Contractor's Acceptance Copy" may please be returned, duly signed and stamped on each page as a token of contractor's unconditional acceptance of the same within seven (07) days from the date of receipt of LOA.

Thanking you,

Yours faithfully
For & on behalf of
Ircon International Limited

gdm 09/06/2023
(Balak Ram Negi)
Chief General Manager/Civil



Encl.:

1. Bill of Quantities (BOQ) as **Annexure-I**
2. Format of Performance Security (PS) as **Annexure-II**

Copy to:

1. Project Head/CGM (Civil), IRCON, Surat
2. JGM/Fin., Project, Surat

ANNEXURE - I**IRCON INTERNATIONAL LIMITED/ MAHSR T-2 PROJECT****BILL OF QUANTITIES (BOQ)**

Name of Work: Manufacture & Supply of Prestressed Concrete Sleepers (PC Sleepers) (Shoulder Inserts shall be provided by IRCON free of Cost) for use at Ballasted Track sections Depot, Maintenance Depot and Connecting lines etc., with JIS 60 kg Rails, JIS 50 kg N Rails (Standard)- 25 m length as per JIS E 1101, and 60 to 50 kg compromise rails at various locations between Zaroli Village at Maharashtra-Gujarat border (MAHSR km 156.600) and Vadodara (MAHSR km 393.700) in the state of Gujarat and the union territory of Dadra and Nagar Haveli in connection with Construction of Mumbai- Ahmedabad High Speed Rail (Package-MAHSR-T2)

Ref: NIT No. IRCON/3026/MAHSR/T2/e-Tender/PC Sleepers/01 Date: 07.03.2023

SN	Item Description	Unit	Quantity	INR	
				Rate	Amount
1	Supply of PC Sleepers at Surat Depot.				
1.01	P C Sleepers for EJ-50kgN	Nos	60	3,583.34	2,15,000.40
1.02	PC Sleeper P3T5 – 50kgN	Nos	9994	2,850.00	2,84,82,900.00
1.03	PC Sleeper P3T – 60kgs	Nos	18	2,850.00	51,300.00
2	Supply of PC Sleepers at Vapi Depot				
2.01	PC Sleeper P3T5 - 50kgN	Nos	4131	2,750.00	1,13,60,250.00
2.02	PC Sleeper P3T - 60kgs	Nos	18	2,750.00	49,500.00
3	Supply of PC Sleepers at Bharuch Depot				
3.01	PC Sleeper P3T5 - 50kgN	Nos	4157	2,850.00	1,18,47,450.00
3.02	PC Sleeper P3T - 60kgs	Nos	18	2,850.00	51,300.00
4	Supply of PC Sleepers at Vadodara Depot				
4.01	PC Sleeper P3T5 - 50kgN	Nos	3958	2,850.00	1,12,80,300.00
4.02	PC Sleeper P3T - 60kgs	Nos	18	2,850.00	51,300.00
5	Supply of PC Sleepers at Billimora SCCB				
5.01	PC Sleeper P3T5 - 50kgN	Nos	353	2,750.00	9,70,750.00
5.02	PC Sleeper P3T - 60kgs	Nos	18	2,750.00	49,500.00
				Total Cost	6,44,09,550.40
				Add 0.86 % Above	5,53,922.13
				Quoted Basic Cost	6,49,63,472.53
				GST @18% on above	1,16,93,425.06
				Total Quoted Cost including GST	7,66,56,897.59

[Signature]

09/06/2023



(Balak Ram Negi)
Chief General Manager/Civil

(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 _____ *and address of contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute the work of “_____” *[name of Contract and brief description of Works]* (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 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 undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt 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 up to _____ (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 (indicate detail address of branch with Code No). The branch at Patna 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:

Signature Not Verified

Digitally signed by ARUN V VERNEKAR

Date: 2023.06.09 18:25:08 IST

Location: eProcurement System for Central PSUs