

इरकॉन इंटरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)



IRCON INTERNATIONAL LIMITED



(A Government of India Undertaking)

An Integrated Engineering and Construction Company

Project Office: D501-B506, Tower B, Swastik Universal Building, Dumas Road, New Magdalla, Surat, Gujarat-PIN 395007

email: irconsurat2@gmail.com

Ref: IRCON/3026/MAHSR T-2/Temp Crossover/TCB 1&2/ 122

3rd May, 2023

NMC Industries Pvt. Ltd.

Plot 161, 4th Lane Darukhana,

Reay Road, Mumbai- 400010

Email: info@nmcindustries.com

Phone No. – 91-022-23726474/23738166

Sub: Design ,Fabrication, Supply, Transportation and delivery of 1 in 9 Crossovers of 52 Kg (SH Serviceable Rails) for Temporary Works for standard gauge with all fittings at the locations of Track Construction Base (TCB 1 & TCB 2) in connection with Construction of High Speed Standard Gauge Double Line Ballast less Railway Track 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 of Mumbai- Ahmedabad High Speed Rail (Package-MAHSR-T2) under NCSRCL: **Letter of Acceptance (LOA)** - reg.

Ref: 1. e-Tender No.: IRCON/3026/MAHSR/T2/Temp Crossover/TCB 1&2/ dated: 23.03.2023
2. Corrigendum 1 dated 06.04.2023
3. Technical Bid Opened on 13.04.2023
4. Financial Bid Opened on 24.04.2023

Dear Sir,

- 1) We are Pleased to inform that M/s Ircon International Limited has accepted your offer for the subject work for a total amount of **Rs. 99,00,978.80/-** (Rupees Ninety Nine Lakhs Nine Hundred Seventy Eight and Eighty Paise only) inclusive of GST @ 18% and other applicable taxes as per the Bill of Quantities enclosed as Annexure A.
- 2) This letter of acceptance shall constitute a legal and binding contract between M/s Ircon International Limited and M/s NMC Industries 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 Ircon. You are requested to arrange the stamp duty papers of requisite value as per the prevailing laws for singing of contract agreement in terms of clause 12.5 of General Conditions of Contract.
- 3) **SCOPE OF WORK:**
A brief of work scope is given as under, for complete scope of work, the Contractor shall refer the Contract Document;

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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



"Design ,Fabrication, Supply, Transportation and delivery of 1 in 9 Crossovers of 52 Kg (SH Serviceable Rails) for Temporary Works for standard gauge with all fittings at the locations of Track Construction Base (TCB 1 & TCB 2) of IRCON's MAHSR T2Project. Loading Crossover materials at Manufactures factory and safe transportation to site is in the scope of the Contractor. Unloading at delivery point is in the scope of IRCON.

4) PERFORMANCE SECURITY:

You are requested to submit the Performance security of Rs. 3,07,300.00 initially valid up to stipulated date of completion plus 60 days. The Performance Security shall be submitted within 21 days from the date of issue of Letter of Acceptance (LOA).

The Performance Security shall be submitted in BG form 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, MAHSR T2 Project, Surat.	Axis Bank Limited, Ground Floor, A "Status – CA", Near Regency Tower, Gaurav Path, Piplod Surat – 395007
b)	IFSC Code of the Branch mentioned	UTIB0001772
c)	Email ID of the project	ircon.3026@ircon.org

5) TAXES, DUTIES & GST:

All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as IGST/CGST/SGST/UTGST, Compensation Cess, Labour cess, Taxes & Duties, royalties and other taxes/levies. No additional amount shall be paid or claim be entertained on this account by IRCON.

The GST portion of invoices will be reimbursed upon submission of proof of payment and credit appearing in IRCON's 'GSTR-2A'. IRCON is registered under Gujarat GSTIN - 24AAACI0684H1ZS.

6) COMPLETION PERIOD:

The work shall be commenced immediately on receipt of this LOA and entire work shall be completed in all respect within 45 (Calendar) Days in accordance with clause 10 of Special Conditions of Contract.

7) DEFECT LIABILITY PERIOD:

The Contractor shall maintain, rectify and make good at his own cost any defect/deficiencis which may develop in the work or as notified by the Engineer during Defect Liability Period of **6 (Six) Months** from the date of use in track.

8) INSURANCE (Ref GCC Clause No. 9):

You are requested to take insurance coverage as per para 8 of Special Conditions of Contract.

9) This Letter of Acceptance shall be treated as the Work Oder and no separate Work Order will be issued.



- 10) 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.
- 11) You are advised to submit GST number.
- 12) In addition to the above, all terms and conditions of the tender will be binding on you.
- 13) 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 within 7 days from the date of receipt of LOA. All other terms and conditions contained in the e-tender no. IRCON/3026/MAHSR/T2/Temp Crossover/TCB 1&2/ dated: 23.03.2023 and corrigendum shall form the integral part of the Contract.

Thanking you,

Yours Faithfully
For & on Behalf of
IRCON INTERNATIONAL LIMITED


(Arun V Vernekar) .. 03.05.23
General Manager/Civil

Encl: 1. Annexure A – BOQ
2. Annexure B – PBG Format

Copy for information to (by email only):-

1. CGM/PH, Surat
2. JGM/Civil
3. DGM/Finance

Bill Of Quantities

Name of work:- "Design ,Fabrication, Supply, Transportation and delivery of 1 in 9 Crossovers of 52 Kg (SH Serviceable Rails) for Temporary Works for standard gauge with all fittings at the locations of Track Construction Base (TCB 1 & TCB 2) in connection with Construction of High Speed Standard Gauge Double Line Ballast less Railway Track 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 of Mumbai- Ahmedabad High Speed Rail (Package-MAHSR-T2) under NHSRCL."

S N	Item Description	Unit	Quantity	Rate (Rs)	Amount (Rs)	Remarks
1	Design ,Fabrication, Supply, Transportation and delivery of 1 in 9 Crossovers of 52 Kg (SH Serviceable Rails) for Temporary Works for standard gauge with all fittings . Each crossover shall include following minimum fittings, but not limited to; Flats, ERC, Liner, Shoulder, Slide chair Lug, 52 kg Fish plate, Combination fish plate, bolts, CI blocks with design, Stops, Lever Box set, Stretcher bar set, Fabricated crossing, check rails with all fittings.	Set	4	2,810,000	11,240,000	
Contractor's Quoted Percentage @ 25.35% below						-2849340.00
Total Quoted amount						8,390,660.00
GST @ 18%						1,510,318.80
Total Amount at Quoted rate						9,900,978.80
(Rupees Ninety Nine Lakhs Nine Hundred Seventy Eight and Eighty paise only)						

(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 " _____ "[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, 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 the 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 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 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.

Signature Not Verified

Digitally signed by ARUN V VERNEKAR
Date: 2023.05.15 17:42:30 IST
Location: eProcurement System for
Central PSUs