



इरकॉन इंटरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)

**IRCON INTERNATIONAL LIMITED**



(A Govt. of India Undertaking)

An integrated Engineering and Construction Company

Project Office: 501-506, 5<sup>th</sup> Floor, Tower –B, Swastik Universal, Dumas Road, Surat, Gujarat, 395007

No. IRCON/3026/MAHSR/T2/Material Transport-BLT/R2/Surat/01

Dated 22.04.2023

M/s Prism Logistics Pvt Ltd.,  
Chatterjee International Centre,  
4<sup>th</sup> Floor, Suite No 2 &3, 33A,  
Jawaharlal Nehru Road, Kolkata-700 071

Email: projects@prismlogistics.in

### Letter of Acceptance

**Sub:** “Custom Clearance & Forwarding, Handling, Storing, Stacking and Transportation of materials like Rails, Turnouts, Crossovers, Expansion Joints, Insulated Joints, Synthetic Sleepers & Fastenings etc., from Adani Port, Hazira, Gujarat to site stores/depot at various locations along the alignment, in connection with Construction of Mumbai- Ahmedabad High Speed Rail (Package-MAHSR-T2)”.

**Ref:** (i) NIT No. IRCON/3026/MAHSR/T2/Material Transport-BLT/R2 dated 27.03.2023

(ii) Bid Submitted by you through e procurement Portal on 18.04.2023

(iii) Negotiation held at Surat on 22.04.2023

(iv) Negotiated offer submitted by you vide Letter No Nil dated 22.04.2023

Dear Sir's,

We are pleased to inform you that the Competent Authority has accepted your Negotiated offer submitted on 22.04.2023 for the total value of work in **INR 31,83,48,317.83** including 18% GST (**INR Thirty-One Crore Eighty-Three Lacs Forty-Eight Thousand Three Hundred Seventeen and Paise Eighty-Three** Only) as per the enclosed BOQ (Annexure-I) and Technical Specification's, Terms and Conditions given in the tender including the Corrigendum's issued.

Work shall be completed within a period of 30 Months as per the Schedule of Arrival of Consignments given under Annexure XIII & Clause 10.0 of SCC. Defect Liability Period shall be 01 Month from the date of Completion of Work as per Clause 16.0 of SCC.

An Unconditional Performance Security shall be submitted as per SCC Clause 18.0 from any Scheduled Bank in the form of irrevocable Bank Guarantee @3% of Contract Value in the Proforma enclosed (Annexure-II) within 21 days of issue of Letter of Acceptance (LOA) but before signing of Contract Agreement. PBG shall be valid up to 60 days beyond the stipulated date of Completion.

Earnest Money Submitted by you in the form of BG shall be dealt as per Clause 9.3 of ITT.

You are requested to submit the Name of Competent Staff required to be deployed as per Clause 15.0 of SCC in the enclosed format for approval of IRCON.

Work execution methodology shall be submitted within 15 days for the approval of Engineer/IRCON.

पंजीकृत कार्यालय -स : 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



1<sup>st</sup> Consignment of Rails has already been dispatched from Japan and is expected to arrive at M/s Adani Port, Hazira on 28.04.2023. Please proceed with necessary preliminary arrangements required for execution of works. As informed, IRCON has made advance payment towards Port Terminal Handling Charges and Wharfage Charges for 6000 MT of Rails to M/s Adani Port, Hazira amounting to Gross Value Rs 1,30,27,200.00 i.e., including GST. This shall be adjusted from the payments due.

This LOA is issued in duplicate. Original shall be retained by you and the Duplicate copy shall be returned duly signed & stamped in token of unconditional acceptance of this LOA.

Detailed Contract Agreement shall be signed within 07 days of submission of PBG (i.e., within 28 days from the date of issue of LOA).

This LOA shall remain valid till the detailed Contract Agreement is signed.

Thanking you,  
For and on behalf of Ircon International Limited



**Arun V. Vernekar**  
**(General Manager)**

**Encl:** Annexure-I BOQ  
Annexure-II (PBG Proforma, 02 Pages)

**Copy to:**

- (i) CGM/PH, Surat, for information
- (ii) CGM/Civil/CO, Delhi for information
- (iii) JGM/Civil, Surat for info & na
- (iv) DGM/Finance, Surat for info & na

**Annexure-II**

(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) Code

Digitally signed by ARUN V VERNEKAR  
Date: 2023.05.15 18:15:48 IST  
Location: eProcurement System for  
Central PSUs