



इरकॉन इंटरनेशनल लिमिटेड
(भारत सरकार का उपक्रम)



IRCON INTERNATIONAL LIMITED

(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-Parnera Road, Dist. Valsad – 396 001

Email: ircon.3018@ircon.org

No. IRCON/3018/DFCCTP-12/Turnouts-III/08-467/9642

Date: 08.08.2023

To,
M/s Voestalpine VAE VKN India Pvt. Ltd,
24/5, Sri Ram Road, Civil Lines,
Delhi- 110054
Email: legal@vaevkn.com ,
(Contact person: Ms. Lalita Jindal/CS and
General Manager (Commercial)
Mb. 91- 9996638265).

Sub: Manufacture, fabrication, inspection, supply, transportation and delivery of WDFC approved design of CMS Crossings with welded legs & UIC 33 check rails 1:12, 1:8.5, Turnouts 1:12, 1:8.5 canted (BG), EN 60 E1-A1 Thick web tongue Rail made of asymmetrical rail section of ZU 1-60 1080 HH rails with 60 Kg Rails and Weldable CMS crossing and 1 : 8.5 UIC 33 check rails with complete fittings and spring setting device (SSD) with complete fittings and 60 Kg 1:8.5 Thick web derailing switches with complete fittings for Western Dedicated Freight Corridor Project, CT P-12: **Letter of Acceptance.**

Ref: i) e-Tender No:IRCON/3018/DFCCIL-CTP-12/e-Tender/Turnouts-III/08-467Dated 03.06. 2023
ii) Corrigendum no. 1 Dated 23.06.2023
iii) Technical Bid Opened on Dated 27.06.2023
iv) Financial Bid Opened on Dated 08.07.2023

Dear Sir,

- 1) We are pleased to inform you that M/s Ircon International Limited has accepted your offer for the above subject work for a total amount of Rs. 7,89,47,428/- (Seven Crore, Eighty-Nine Lacs, Forty-Seven Thousand, Four Hundred Twenty-Eight only) including Transportation, Inspection & GST @ 18% as per the Bill of Quantities as Annexure –A.

Head 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

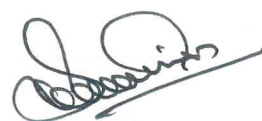
CIN-L45203DL1976GOI008171



- 2) This letter of acceptance shall constitute a legal and binding contract between M/s Ircon International Limited and M/s Voestalpine VAE VKN India 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. 23,68,500/- (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. 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, JW8H+MJ6, 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

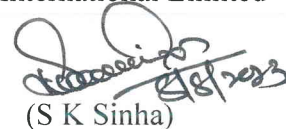
- 5) The Letter of Acceptance shall also be treated as Work Order and no separate work order will be issued.
- 6) The work shall be commenced immediately on receipt of this letter and entire work shall be completed in all respect within 03 (Three) Months in accordance with clause no. 6.0 of a special condition of contract.
- 7) You are advised to submit Program of Work in accordance with clause 23.0 of Special Condition of Contract within 15 days from the date of issue of this LOA.
- 8) **Retention money:** The recovery of this as per GCC para 8.0, however same will be released 01 (One) year after the receipt of material at site/after the installation & final commissioning of tender materials on track, whichever is earlier.



- 9) **Warranty Period:** The guarantee herein shall expire in respect of each term of stores on the expiry of 30 months after their delivery or 24 months from the date of placement in service whichever is earlier except in respects of defects notified to the contractor prior to the expiry of such date.
- 10) **Defect Liability Period:** 01 year after the receipt of materials at site.
- 11) 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.
- 12) You are requested to take insurance coverage as per para 15.0 of special condition of contract.
- 13) You are advised to submit GST number.
- 14) 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/Turnouts-III/08-467 Dated 03.06.2023 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) CGM/Mechanical
- iii) AGM/Finance
- iv) JGM/Finance
- v) DGM/Track

GSTIN for Maharashtra: 27AAACI0684H1ZM

Annexure - A

Name of Work: "Manufacture, fabrication, inspection, supply, transportation and delivery of WDFC approved design of CMS Crossings with welded legs & UIC 33 check rails 1:12, 1:8.5, Turnouts 1:12, 1:8.5 canted (BG), EN 60 E1-A1 Thick web tongue Rail made of asymmetrical rail section of ZU 1-60 1080 HH rails with 60 Kg Rails and Weldable CMS crossing and 1 : 8.5 UIC 33 check rails with complete fittings and spring setting device(SSD) with complete fittings and 60 Kg 1:8.5 Thick web derailing switches with complete fittings for Western Dedicated Freight Corridor Project, CT P-12".

e-tender No: IRCON/3018/DFCCIL-CTP-12/e-Tender/Turnouts-III/08-467 Dated 03.06.2023

Name of the Bidder: M/s Voestalpine VAE VKN India Private Limited

Bill of Quantity

Sl. No.	Item Description	Quantity	Units	BASIC RATE Rs. P	GST in figures @18% Rs. P	Total Rate	TOTAL AMOUNT With Taxes In Rs. P
1	2	3	4	5	6	7	8
1	Manufacture, fabrication, inspection, supply, transportation and delivery of WDFC approved design of CMS Crossings with welded legs & UIC 33 check rails 1:12, 1:8.5, Turnouts 1:12, 1:8.5 canted (BG), EN 60 E1-A1 Thick web tongue Rail made of asymmetrical rail section of ZU 1-60 1080 HH rails with 60 Kg Rails and Weldable CMS crossing and 1 : 8.5 UIC 33 check rails with complete fittings and spring setting device(SSD) with complete fittings and 60 Kg 1:8.5 Thick web derailing switches with complete fittings for WDFC project CTP -12 between Sacin to Vaitarana. Note: (1) Asymmetrical rail section of ZU 1- 60 kg 1080 grade Rails for thick web switches and UIC 33- C-1 rail for check rails shall be in the scope of supplier (2) 60 kg 1080 grade HH rails for stock rail and CMS extensions will be supplied by IRCON free of cost to manufactures factory.	3	4				
1.1	60 Kg CMS Crossing 1: 12 with welded legs, check rails of UIC 33& fittings	15.00	Set	1275565.00	229601.70	1505166.7000	22577500.50
1.2	60 Kg CMS Crossing 1: 8.5 with welded legs, check rails of UIC 33& fittings	5.00	Set	1134225.00	204160.50	1338385.5000	6691927.50
1.3	Turnout 60 Kg full set with fittings & SSD 1 in 12 (Drg VAEVKN 09047-00).	17.00	Set	2130000.00	383400.00	2513400.0000	42727800.00
1.4	Derailing Switch 60 Kg with Thick web 1.8.5 with complete filings (Drg No VAEVKN 07153-00).	4.00	Set	610000.00	109800.00	719800.0000	2879200.00

2	Transportation charges to Delivery point in b/w Sachin (Surat) to Vaitarana (Mumbai)								
2.1	60 Kg CMS Crossing 1: 12 with welded legs, check rails of UIC 33& fittings	15.00	Set	45000.00	8100.00	53100.0000	796500.00		
2.2	60 Kg CMS Crossing 1: 8.5 with welded legs, check rails of UIC 33& fittings	5.00	Set	40000.00	7200.00	47200.0000	236000.00		
2.3	Turnout 60 Kg full set with fittings & SSD 1 in 12 (Drg VAEVKN 09047-00).	17.00	Set	85000.00	15300.00	100300.0000	1705100.00		
2.4	Derailing Switch 60 Kg with Thick web 1.8.5 with complete filings (Drg No VAEVKN 07153-00).	4.00	Set	45000.00	8100.00	53100.0000	212400.00		
3	Inspection Charges								
3.1	60 Kg CMS Crossing 1: 12 with welded legs, check rails of UIC 33& fittings	15.00	Set	20000.00	3600.00	23600.0000	354000.00		
3.2	60 Kg CMS Crossing 1: 8.5 with welded legs, check rails of UIC 33& fittings	5.00	Set	20000.00	3600.00	23600.0000	118000.00		
3.3	Turnout 60 Kg full set with fittings & SSD 1 in 12 (Drg VAEVKN 09047-00).	17.00	Set	30000.00	5400.00	35400.0000	601800.00		
3.4	Derailing Switch 60 Kg with Thick web 1.8.5 with complete filings (Drg No VAEVKN 07153-00).	4.00	Set	10000.00	1800.00	11800.0000	47200.00		
Total amount with inspection,transportation & GST 18% (INR)							7,89,47,428.00		
In Words							INR Seven Crore Eighty Nine Lakh Forty Seven Thousand Four Hundred & Twenty Eight Only		

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.

