

No. IRCON/ELECT/5037-5038/NCRTC/25kV CABLES/OT/95

Date: 16.10.2023

M/s KEC International Limited,
8th Floor, Building 9A, DLF Phase-III,
Sector-25, DLF Cyber City,
Gurgaon, 122002, Haryana
E-mail: singhvk02@kecrpg.com

Letter of Acceptance

(Kind Attn: Sh. Vinay Singh, Dy. General Manager – Sales & Marketing - CABLES)

Sub: Design, Manufacturing and Supply of 25kV Cables for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot-1 & Lot-2).

- Ref:
- Tender no. IRCON/ELECT/5037-5038/NCRTC/25kV CABLES/OT/95 dated 16.06.2023.
 - Your offer ref.- KEC/RPG/IRCON/NCRTC/23/003 dt. 12.07.2023 (Bid ID 575080 submitted online on 13.07.2022).
 - Technical Bid opened on 15.07.2023.
 - Financial Bid opened on 26.08.2023.
 - This office letter no. IRCON/ELECT/5037-5038/NCRTC/25kV CABLES/OT/95 dated 04.10.2023.
 - Your letter no. KEC/RPG/IRCON/NCRTC/23/005 dated 10.10.2023.

- In reference to the tender document and your offer referred above, Ircon International Limited is pleased to accept your offer for "Design, Manufacturing and Supply of 25kV Cables for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot-1 & Lot-2)" on the following Terms & Conditions:
- Total Cost of Work: Rs. 19,09,82,864.84/-** (Rupees Nineteen Crore Nine Lakh Eighty-Two Thousand Eight Hundred Sixty-Four and Paise Eighty-Four only) inclusive of all taxes & duties and GST @18% on "Variable" price basis in accordance with tender terms and conditions issued vide ref. (i) above for Design, Manufacturing and Supply of 25kV Cables for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot-1 & Lot-2). TDS-GST or any other taxes as applicable shall be deducted from the bill. Taxes, duties & Levies shall be governed in accordance with clause no. 14 of SCC. Detailed Bill of Quantities (BOQ) is enclosed as **Annexure-I**.
- In terms of Clause 34 of Special Conditions of Contract (SCC), the variation in prices of 25kV Cables for COPPER component only shall be governed by IEEMA Circular No. 91/DIV/CAB/05 dated 09.10.2019 enclosed as **Annexure-B** to SCC. The variation in prices of COPPER component ONLY shall be payable by the Employer, whereas the variation in other components shall be taken care by the supplier itself. No increase in prices on account of price variation shall be admissible for periods of delays not attributable to Employer. In case of decrease, the benefit shall be passed on to the Employer even for the delayed period.



4. In terms of Clause 9 of SCC, the date of issuance of this Letter of acceptance shall be the date of commencement of work.
5. **Delivery Period/Milestone Target:** Delivery of the material shall be completed on or before the schedule given below, in accordance with Clause 11 of SCC:

S. No.	Stage & Lot	Delivery Period (from the date of issue of LOA)
1	Stage-3 of Lot-1	10 Weeks
2	Stage-4 of Lot-2	18 Weeks

Material shall be manufactured only after receiving manufacturing clearance from the Employer. Tentative location for delivery of material shall be provided with dispatch clearance. The drum length/drum schedule of the cable shall be decided after finalization of cable route and design of bonding.

6. **Payment Terms:** Payment against the order shall be made in accordance with Clause 21 of SCC:
- 90% payment will become payable against receipt of materials at the nominated site/store of IRCON on submission of documents as mentioned in para 21.4.
 - Balance 10% payment will become payable on completion of testing & commissioning of the system, acceptance by the client OR within 90 days from the date of receipt of materials, whichever is earlier, on submission of documents as mentioned in para 21.5.
7. Retention Money shall be deducted in accordance with Clause 23.3 of SCC.
8. In terms of Clause 23 of SCC and Clause 8.0 of General Conditions of Contract (GCC), Performance Security for an amount of 5% of the contract value i.e. **Rs. 95,49,200/-** (Rupees Ninety-Five Lakh Forty-Nine Thousand Two Hundred only), and an additional Performance Guarantee for an amount of **Rs. 82,03,300/-** (Rupees Eighty-Two Lakh Three Thousand Three Hundred only) as per GCC clause 8.1 (vii), shall be submitted to the office of Chief General Manager (Electrical)/IRCON International Ltd., C-4, District Centre, Saket, New Delhi-17 within 21 days of issuance of this LOA.
9. Engineer (AIAI-GC) vide WRENCH notification no. NCRTC-DM093-IRC-XX-PT-00394 dtd. 12.10.2023 has communicated "No objection" to vendor approval of M/s KEC for Supply of 25kV Cables subject to the following:
- No objection is accorded to M/s. KEC International Limited for the supply of 25kV 1CX240 sq mm copper conductor cable.*
 - No objection is accorded to vendor approval to M/s. KEC for 1CX300 sq.mm & 1CX630 sq.mm 25 kV cables subjected to proving their technical soundness & reliability of the offered 1CX300 sq.mm & 1CX630 sq.mm 25 kV cables through GTP. Approval of GTP meeting contractual & technical specifications shall automatically approves the vendor proposal.*
 - Notwithstanding No objection, responsibility of ensuring conformity to contractual, technical & functional requirements lies with the Contractor/KEC.*



10. This letter will constitute a legal and binding contract between IRCON International Limited and M/s. KEC International Limited till such time the formal contract agreement is signed.
11. You will enter into and execute the contract agreement within 28 days from the date of issue of this letter with Chief General Manager (Electrical)/IRCON International Ltd., C-4, District Centre, Saket, New Delhi-17. You are requested to arrange the stamp papers of requisite value as per the prevailing laws for signing of the agreement in terms of Clause No. 12.5 of the General Conditions of Contract.
12. You are requested to contact immediately to Chief General Manager (Electrical)/IRCON International Ltd., C-4, District Centre, Saket, New Delhi-17, for execution of works under this contract.
13. All other terms and conditions shall be as per the Tender document.

This letter is being issued to you in duplicate, one copy of which may please be returned duly stamped and signed as a token of your acceptance.

Thanking you.

Yours faithfully,
For & on behalf of

Ircon International Limited


(Sanjay Gupta)
Chief General Manager/Electrical

Encl.: BOQ of accepted contract.

Copy to: DGM/Finance, NCRTC Project, IRCON.