



इरकॉन इन्टरनेशनल लिमिटेड
(भारत सरकार का उपक्रम)
IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)
An integrated Engineering and Construction Company



No. IRCON/ELECT/5037-5038/NCRTC/33KV CABLES/OT/108

Date: 20.11.2023

M/s. Apar Industries Limited (Unit: Uniflex Cables)

APAR House, Corporate Park,
V N Purav Marg, Chembur,
Mumbai – 400 071
e-Mail ID: info.cable@apar.com

Letter of Acceptance

(Kind Attn: Sh. Suresh P Krishnan, AVP/Sales & Marketing)

Sub: Design, Manufacturing and Supply of 33kV Cables for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot-1 & Lot-2).

Ref: i. Tender no. IRCON/ELECT/5037-5038/NCRTC/33KV CABLES/OT/108 dated 31.08.2023.
ii. Your offer (Bid ID 608818) submitted online on 26.09.2023.
iii. Technical Bid opened on 04.10.2023.
iv. Financial Bid opened on 27.10.2023.

- 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 33kV 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. 18,29,63,374.26/-** (Rupees Eighteen Crore Twenty-Nine Lakh Sixty-Three Thousand Three Hundred Seventy-Four and Paise Twenty-Six 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. 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 33kV Cable shall be governed by IEEMA Circular No. 91/DIV/CAB/05 dated 09.10.2019 enclosed as **Annexure-B to SCC**. 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.
- In terms of Clause 9 of SCC, the date of issuance of this Letter of acceptance shall be the date of commencement of work.
- 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	12 Weeks
2	Stage-4 of Lot-2	19 Weeks

Material shall be manufactured only after receiving manufacturing clearance from the Employer.

- Payment Terms:** Payment against the order shall be made in accordance with Clause 21 of SCC with the following modifications:

- a. 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.
 - b. 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. The contractor shall submit a bank guarantee for an amount of 5% of Contract Value i.e. Rs. 91,48,200/-, valid upto 28 days beyond Defect Liability Period, in lieu of Retention Money.
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. 91,48,200/- (Rupees Ninety-One Lakh Forty-Eight Thousand Two Hundred only), and an additional Performance Guarantee for Rs. 60,81,300/- (Rupees Sixty Lakh Eighty-One 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-00433 has communicated "No objection" to vendor approval of M/s APAR subject to the following:
Notwithstanding No objection, responsibility of ensuring conformity to contractual, technical & functional requirements lies with the Contractor/APAR.
10. This letter will constitute a legal and binding contract between Ircon International Limited and Apar Industries 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 CGM (Electrical)/Ircon International Limited, 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



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