



इरकॉन इंटरनेशनल लिमिटेड



नवरत्नकंपनी
(भारत सरकार का उपक्रम)

IRCON INTERNATIONAL LIMITED

NAVRATNA COMPANY

(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 – 396 007

Email: ircon.3018@ircon.org

No. IRCON/3018/DFCCIL-CT12/e-Tender/ Rail Flaw Detection equipment /08-492/11066

Date: 17.09.2024

To,

M/s Modsonic Instruments Mfg. Co. Pvt. Ltd.,

Plot no. 33, Phase III,

G.I.D.C Industrial Estate, Naroda

Ahmedabad – 382330 (Gujarat)

Email: modsonic@modsonic.com

(Contact person: Mr. Uneesh Patel/Director)

Mb. +91-9322400429).

Sub: Supply of WDFC/RDSO approved Ultrasonic Rail Flaw Detection equipment including Installation, Commissioning, Transportation, Loading & Unloading at DFCCIL-CTP-12 Project in b/w Vaitarana - Sachin of Western Dedicated Freight Corridor, Phase-II: **Letter of Acceptance.**

Ref: i) e-Tender No: IRCON/3018/DFCCIL-CT12/e-Tender/ Rail Flaw Detection equipment /08-492 Dated 23.07.2024

iii) Technical Bid Opened on Dated 07.08.2024

iv) Financial Bid Opened on Dated 14.08.2024

Dear Sir,

- 1) We are pleased to inform you that the competent authority of M/s Ircon International Limited has accepted your offer for the above subject work for a total amount of Rs. 44,65,038/- (Rupees Forty-Four Lacs, Sixty-Five Thousand, Thirty-Eight only) including Supply, installation, Commissioning, Transportation, Loading Unloading & GST @ 18% as per the Bill of Quantities as Annexure –A.
- 2) This letter of acceptance shall constitute a legal and binding contract between M/s Ircon International Limited and M/s Modsonic Instruments Mfg. Co. 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.

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



- 3) You are requested to submit the Performance security of Rs. 2,23,252/- 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, 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 02 (Two) Months in accordance with clause no. 04 of a special condition of contract.
- 7) You are advised to submit Program of supply within 15 days from the date of issue of this LOA.
- 8) ***Procurement of Double Rail Tester with accessories will be according to latest RDSO specifications and requirements as specified in Manual for Ultrasonic Testing of Rails and Welds (Revised 2022).***
- 9) **Payment terms:** Payment shall be made in the following manner as per para 10 of special condition of contract:
- 90% payment shall be paid within 15 days after receipt of Equipment at IRCON site and Installation, Commissioning & Transportation of the Machine on presentation of bill along with supporting documents.
 - Balance 10% payment to be released within 15 days after completion of Training at IRCON site and on presentation of bill (if any) along with supporting documents.
 - Payment shall be made by Electronic Transfer of Funds on a Bank in India after deducting necessary taxes as applicable.
- 10) **Retention money:** The recovery of this is applicable as per GCC para 8.0.



- 11) **Warranty Period:** 01 year after the receipt of materials at site as per para 12.0 of special condition of contract.
- 12) **Defect Liability Period:** 01 year after the receipt of materials at site as per para 12.0 of special condition of contract.
- 13) 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.
- 14) You are requested to take insurance coverage as per para 21.0 of special condition of contract.
- 15) You are advised to submit GST number.
- 16) 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-CT12/e-Tender/ Rail Flaw Detection equipment /08-492 Dated 23.07.2024 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) CGM/Mechanical
- ii) AGM/Fin, Project Office Valsad.
- iii) DGM/Track
- iv) Manager/Mechanical

IRCON GSTIN for Maharashtra: 27AAACI0684H1ZM

Name of work:	Supply of WDFC/RDSO approved Ultrasonic Rail Flaw Detection equipment including Installation, Commissioning, Transportation, Loading & Unloading at DFCCIL-CTP-12 Project in b/w Vaitarana - Sachin of Western Dedicated Freight Corridor, Phase-II.
e-Tender no.:	IRCON/3018/DFCCIL-CT12/e-Tender/ Rail Flaw Detection equipment /08-492 Dated 23.07.2024
Name of the Bidder/ Bidder:	M/s Modsonic Instruments Mfg. Co. Pvt. Ltd.

BILL OF QUANTITIES (BOQ)

Sl. No.	Item Description	Quantity	Units	BASIC RATE (Rs. P)	TOTAL AMOUNT Without Taxes (Rs. P)
A	Category-I				
2	Ultrasonic Rail Flaw Detection Equipment (No.)				
2.1	Double Rail tester, mounted on a push trolley, with multi-channel facility having threshold arrangement LED screen and audio warning in addition to CRT screen, along with following probes/accessories as per RDSO specification. Nomal probes (0°) -4 No. 45° Probe- 4No. 70° Probes- 12No. 37° Probes- 4No. Battery and Battery charger- 1 no. Connecting Cable(Flaw detector to Junction Box)-20 nos. BNC connector(In Box to probes) - 20 Nos.	2	Set	₹ 18,91,965.00	₹ 37,83,930.00
2.2	Digital Data Logger	2	No.	-	-
	Total amount (Category-I)				₹ 37,83,930.00
	GST @ Category-I			18.00%	₹ 6,81,108.00
	Total for Category-I incl. Supply, installation, Commissioning, Transportation, Loading Unloading & GST				₹ 44,65,038.00



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) IFSCCode _____ 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.



Signature Not Verified

Digitally signed by SHACHISH KUMAR SINHA
Date: 2024.09.18 11:24:57 IST
Location: eProcurement System for Central PSUs