



**Office of the  
Chief Administrative Officer  
(Construction)  
South Central Railway  
Secunderabad-500 071**

No.W.CON.496/A/MUE-PBN/5463/WC.3/Vol.II.

Dt: 30-09-2011.

**M/s.S.M. Consultants,  
Plot No.3489/6705,  
Near Kalinga House,  
Palasuni,P.O. Rasulgarh,  
Bhubaneswar – 10.**

Sir(s)

Sub: Final Location Survey for proposed Doubling of line between Mudkhed - Parbhani (81.43 km. approx.) - Soil investigations, Geological investigations for Bridges by drilling bore holes, collecting samples, Calculation of water-way requirement for all the proposed bridges, fixing of alignment, pegging out centre line, taking levels, and preparation of GAD's for bridges, station yards, project sheets, finalization of land requirement survey number wise and preparation of detailed estimate and all other connected drawings etc.

Tender Notice No. 16/CAO/C/SC/2011 dated: 03.05.2011(Item No.2)  
Tender opened on 14-06-2011.

Ref: Your Negotiated offer dated 07-09-2011.

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Your negotiated offer submitted on 07-09-2011 in connection with the subject work has been accepted by the competent authority at a total value of **₹.35,99,225.91 ps (₹. Thirty Five Lakhs Ninety Nine Thousand Two Hundred Twenty Five and Paise Ninety one only)** with rates quoted for different schedules as given under:

Schedule	Face value in ₹.	Accepted Rate & Value	
		% Rate	Value in. ₹
Schedule - A	45,44,427.71	(-) 20%	36,35,542.17
Schedule – B	75,000.00	At par	75,000.00
Total	<b>46,19,427.71</b>		37,10,542.17
Further 3% reduction vide your letter dated 07-09-2011			(-) 1,11,316.26
TOTAL ₹			<b>35,99,225.91</b>

2 . Please note that all the works included in this contract should be completed within the period of 04 (Four) months from the date of issue of this acceptance letter inclusive of the intervening monsoon period as per the Mile stone chart stipulated in the tender document, which is agreed/signed by you. Further, you are expected to adhere to the progress of work as per the Mile stone chart (copy enclosed). In case you fail, in achieving the first 2 Mile stones, the contract would be liable for termination under clause 62 of the GCC.

3. Please also note that an amount of ₹ 1,79,970/- (i.e., 5% of contract value) is payable towards **Performance Guarantee** for the due and faithful fulfillment of the work within 30 (thirty) days from the date of issue of this letter of acceptance. Extension of time for submission of Performance Guarantee

beyond 30 (thirty) days and up to 60 (sixty) days from the date of issue of letter of acceptance will be given with a penal interest of 15% p.a. shall be charged for the delay beyond 30 (thirty) days, i.e., from 31<sup>st</sup> day after the date of issue of letter of acceptance. In case you fail to submit the requisite Performance Guarantee even after 60 (sixty) days from the date of issue of letter of acceptance, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. You shall be debarred from participating in re-tender for this work. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended you shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

The above said Performance Guarantee shall be furnished either in Cash or Irrevocable Bank Guarantee or Government Securities including State Loan Bonds at 5 percent below the market value or Deposit receipts, Pay orders, Demand drafts and Guarantee Bonds these forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalized Banks or Guarantee Bonds executed or Deposits receipts tendered by all Scheduled Banks or a Deposit in the Post Office Savings Bank or a deposit in the National Savings Certificates or Twelve years National Defence Certificates or Ten years Defence Deposits or National Defence Bonds or Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less or FDR in favour of FA&CAO/C/ S.C.Railway/ Secunderabad, (free from any encumbrance) will be accepted. The Performance Guarantee shall be released only after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

4. If you are interested to furnish the Performance Guarantee as called for in para No.3 above in cash the same shall be lodged with the Chief Cashier/S.C. Railway/ Secunderabad and money receipt issued by him on this account should be forwarded to this office, so that arrangements will be made for execution of necessary agreement.

5. In addition to the above, an amount of ₹.1,79,970/- is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD amount furnished along with your offer in the form of TDA No.502 (A/c. No.31782558792 dt.10-06-2011 for ₹.92,390/- issued by State Bank of India, Bhubaneswar Industrial Estate Branch, Bhubaneswar is adjusted towards part security deposit and the balance Security Deposit amount of ₹87,580/- will be recovered from your running bills at the rate of 10 % till the balance S.D amount is fully recovered. The security deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on an 'Unconditional and Unequivocal No Claim Certificate' submitted by you.

6. Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Government Securities detailed above will be payable with interest accrued thereon, if they carry any interest.



7. It may please be noted that until a formal agreement is executed, this acceptance letter shall constitute a binding contract between you and the Railway subject to modification as may be mutually agreed to. The agreement for this work should be executed within 7(Seven) days from the date of receipt of notice from this office that such documents are ready, failing which action will be taken in terms of Clause 12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

**Please acknowledge the receipt.**

Yours faithfully,



**(Akshay Kumar Jha)**  
**Chief Engineer/C-V/SC,**  
**For Chief Admin. Officer/Con/SC**  
**for & behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** for information.
2. **Dy.FA&CAO/C/NED** for information together with a copy of original TCP Dt.05-09-2011 and Negotiated TCP Dt.08-09-2011. One more copy of LOA along with list of unsuccessful tenderers is herewith enclosed, the same may be handed over to suspense section for releasing the EMD amount to unsuccessful tenderers (Encl: Three).
3. **Dy.CE/C-II/NED** for information and necessary action together with a copy of original TCP Dt.05-09-2011 and Negotiated TCP Dt.08-09-2011 (Encl:Two).
4. Asst Labour Commissioner (Central), First Floor, Block-C, CGO Complex, Seminary Hills, Nagpur-440 006 for information.
5. Chief Cashier (pay)/S.C.Rly/SC for information.

**for Chief Admin. Officer/Con/SC**

