

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/ AB//5483/WC.3/Vol.III

Dated: 16/5/2012.

M/s.R.R.Constructions,
Flat No.102, Endecos County,
Czech Colony, Erragadda,
Hyderabad 500 018.

Sirs,

Sub: Guntakal Division - Renigunta - Guntakal section - Proposed Permanent Diversion of Double line tracks due to Submergence of Existing Double line tracks from KM.327 to 338 between Muddanur and Kondapuram stations in connection with construction of Gandikota Reservoir with FRL (+) 211.85 M under GNSS Project (Deposit Work) – Reclaiming of stone ballast, Transportation of Ballast, Construction of Compound wall, Drains, laying of approach Road and other miscellaneous track works (Balance works)..

Tender Notice No. 08/CAO/C/SC/2012 Dt. 16-02-2012 (Item No.1).

Tenders Opened on 29.3.12..

Ref: Your offer submitted on 29.3.12 .

Your offer submitted on 29.3.12 for the above subject work at a total value of **Rs.2,41,86,482.47 Ps. (Rupees Two Crores Forty One Lakh Eighty Six thousand Four hundred Eighty Two and Paise Forty Seven only)** has been accepted by the competent authority as mentioned below:

SL.No	Schedules	Base value Rs	Accepted Rates	Amount Rs.
1	Schedule'A'	64,29,700.00	(-)29%	45,65,087.00
2	Schedule'B'	2,00,55,241.50	(-)29%	1,42,39,221.47
3	Schedule'C'	31,97,000.00	(+)5%	33,56,850.00
4	Schedule'D'	19,28,880.00	(+)5%	20,25,324.00
	TOTAL	3,16,10,821.50		2,41,86,482.47

2. Please note that all the works included in this contract shall be completed within the period of **06 (Six) months** (inclusive of the intervening monsoon period) from the date of issue of this acceptance letter as per the **TIME FRAME/ MILE STONES 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 above mentioned **TIME FRAME/ MILE STONES 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 **Rs. 12,09,330/-** (i.e., 5 % of contract value) is payable towards **Performance Guarantee** for the due and faithful fulfillment of the work. The said Performance Guarantee (PG) shall be furnished within 30 (thirty) days from the date of issue of this Letter of Acceptance (LOA). The authority who has signed the contract agreement (LOA) may grant extension of time for submission of P.G beyond 30 (thirty) days and upto 60 (sixty) days from the date of issue of LOA if so required. . However, a penal interest of 15% p.a. shall be charged for the delay beyond 30 (thirty) days, ie., from 31st day after the date of issue of LOA. In case , you fail to submit the requisite P.G even after 60 (sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract and you shall be debarred from participating in re-tendering for the work. The above said Performance Guarantee

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: 2 :

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% below market value or at the face value whichever is less **or** Fixed Deposit Receipt drawn in favour FA & CAO/C/SCRly/Sec'bad. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

The Performance Guarantee shall be released only after physical completion of work based on the 'Completion Certificate" issued by the competent authority stating that the work has been completed by you 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/SCRly/sec;bad 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 Rs.12,09,330/- is also payable towards full Security Deposit for the due and faithful fulfillment of the work.** The EMD of **Rs. 3,08,500/-** furnished along with your offer in the form of **TDR A/c No. 29910300003582 dt.28.3.12 issued by Bank of Baroda, S.R. Nagar, Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs.9,00,830/- 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 Govt. 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 Clause12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

Encl: One

Please acknowledge the receipt.

Yours faithfully,

-Sd-

(M.Brahmam)

**Deputy Chief Engineer/C/Genl-I/SC
for & behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** for inf. along with copy of TCP dt.09.5.12 . He may please return the EMD's of the unsuccessful tenderers as per list enclosed to this office to enable to return the EMDs to the concerned contractors. DA.Two
2. **DY.CE/C/BZA** for inf. & nec.action along with copy of TCP dt.09.5.12. . **D.A.One.**
3. Labour Enforcement Officer/Central Excise colony, Sivam Road/Hyderabad- 44 for information.
4. SSE/Computers for inf. and to upload the same onto internet.
5. File No.W.CON.148/AB/ /W.C.3..

for Chief Admin. Officer/Con/SC.

TIME FRAME/ MILE STONES CHART

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Sl.No.	Mile stone	Name of the event (Mile Stone)	Schedule
1)	I	Earthwork in cutting / road formation etc.,	D1+90
2)	II	Moorum Topping on formation	D1+120
4)	III	Reclaiming and transportation of ballast from Exg. Track.	D1+140
4)	IV	Lifting of existing CC drains.	D1+150
5)	V	Construction of compound wall on platforms	D1+160
6)	VI	Execution of misc. works.	D1+180

Note: D1 stands for the date on which Railway hand over the site/drawings as relevant to the contractor.

(M.Brahmam)

**Deputy Chief Engineer/C/Genl-I/SC
for & behalf of President of India.**