

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/A/KZJ-BPQ/5490/WC.3

Dt: 14/05/2012.

Sri.K.Chandra Sekhar,
Railway Contractor,
Stn. Road, First Lane,
Singarayakonda,
Prakasam Dist.(A.P)

Sir,

Sub: Secunderabad Division - Kazipet - Balharshah section - Proposed patch tripling between Raghavapuram-Peddampet and Mancherial - Mandamari stations. - Laying and linking of B.G. track including dumping of stone ballast, transportation of P-way materials, Regrading/slewing of existing track and execution of miscellaneous works between Mandamari - Manchiryal stations including both the yards. REACH-II

TENDER NOTICE No : 44 /CAO/C/SC/2011 Dt. 19/12/2011
(Item No. 1) - Tender Opened on: 25/01/12.

Ref: 1. Your offer submitted on 25/01/2012.
2. Your negotiated offer submitted on 04/04/2012 & dt. 02/05/12.

Your negotiated offer submitted on 02/5/2012, for the above tender at a total value of **Rs. 3,73,29,377.96** (Rupees Three crore seventy three lakh twenty nine thousand three hundred and seventy seven and paise ninety six only) has been accepted as mentioned below:

Sl.No	Description of schedule	Face value in Rs	Percentages accepted	Accepted Value (Rs)
1.	Schedule-A	10947167.00	(+) 33%	1,45,59,732.11
2.	Schedule-B	8947476.05	(+) 34 %	1,19,89,617.91
3.	Schedule-C	4074703.53	At par	40,74,703.53
4.	Schedule-D	308200	(+) 15%	3,54,430.00
5.	Schedule-E	1013198.00	(+) 20%	12,15,837.60
6.	Schedule-F	2121924.30	(+) 142%	51,35,056.81
	Total value	27412668.88		3,73,29,377.96

(Rupees Three crore seventy three lakh twenty nine thousand three hundred and seventy seven and paise ninety six only.)

2. Please note that all the works included in this contract shall be completed within the period of **4 (Four)** months (inclusive of the intervening monsoon period) from the date of issue of this acceptance letter. The contractor shall maintain all other works covered under this contract for a period of 6 (six) calendar months from the certified date of completion of the whole work as covered by the contract. During the maintenance period, the contractor shall bear the responsibility and be liable for maintenance as envisaged in Clause no. 47 of the General Conditions of the Contract.

3. Please also note that an amount of **Rs. 18,66,470/- (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, i.e., 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 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.

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 deposited with the Chief cashier/SCRly/ Secunderabad and money receipt issued by him on this account should be submitted to this office.

5. In addition to the above, an amount of **Rs. 18,66,470/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs. 2,87,100/-** furnished along with your offer in the form of **TDR No.325129 Dt.23/1/2012 issued by Indian Overseas Bank/Nellore** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 15,79,370/-** will be recovered from your running bills at the rate of 10% till the balance S.D amount is fully recovered..

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 Clause 12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

8. You should contact **DY.CE/C/KZJ** for taking up the work at site. Further, you are expected to adhere to the progress of work as per the TIME FRAME/ MILE STONES chart enclosed as Annexure to this acceptance letter. In case you fail, in achieving the first 2 mile – stones, the contract would be liable for termination under clause 62 of the GCC.

9. **Please acknowledge the receipt.**

Yours faithfully,

-Sd-

(Vijay Sharma)

**Chief Engineer/Con-VI/Secunderbad
for & on behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** : for information together with a copies of TCPs (3) dt. 22-3-2012 & 22-3-12 , dt. 04/04/2012 & dt. 02/05/2012. Encl: Three
2. **DY.CE/C/KZJ**: for inf. & nec. action. along with a copies of TCPs (3) dt. 22-3-2012 & 22-3-12 , dt. 04/04/2012 & dt. 02/05/2012. Encl: Three
3. Asst. Labour Commissioner (Central), ATI Campus, Vidyanagar, Hyd, 500 007 -for information.
4. Chief Cashier/SCR/Sec-bad for information. He is requested to advise the remittance particulars of the above Performance Guarantee amount of the contract.

-Sd-

For Chief Admin.Officer/Con/SC

ANNEXUREPROGRAMME OF INDIVIDUAL MILESTONES

Sl. No	Mile Stone No.	Name of event (Individual mile stone)	Schedule
		TRANSPORTATION OF P.WAY MATERIALS	
1	I	PSC track sleepers/Turnout Special size Sleepers	With in 30 days from issue of Release Orders to Contractor.
2	II	Rails, Crossings and switches	With in 30 days from issue of Release Orders to Contractor.
3	III	Track fittings and fastenings	With in 15 days from issue of Release Orders to Contractor.
		LINKING OF TRACK	
4	IV	Skeleton linking after handing over of formation	Every week 1.0 Kms including Turnouts (Pre-NI work) Once formation stretch is handed over and P.Way material is transported to site.
5	V	Lifting/Aligning, kutcha packing	With in 7 days after skeleton linking.
6	VI	Ballast dumping, Through packing & making track fit for machine packing.	With in 15 days after skeleton linking.
7	VII	Laying and Linking of track in Turnouts and insertion of Turnouts during NI work including welding as required.	As per approved programme given by Railways.

Note:

Above programme is for major items, other related minor items like SEJs/insertions of glued joints if required to be done along with above programme or as required.

-Sd-

(Vijay Sharma)

Chief Engineer/Con-VI/Secunderbad
for & on behalf of President of India.