

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/AB/5438/WC.3

Dated: 04 / 7 /2012..

Sri Y.Muralikrishna Rao,
10-2-413/004, Francis Apartments,
Street No.2, West Marredpally,
Secunderabad.-26

Sir,

Sub: Vijayawada Division - Gudur - Vijayawada Section - Proposed Construction of Road over Bridge with pile foundations, RCC Columns and Superstructure as 7 x 30.00 m (Sk) clear span Composite girder (ie., Steel 'I' Girders with RCC deck slab) in lieu of LC.No.103 at KM.144/31-33 near Manubolu Station Yard.

TENDER NOTICE No. 47/CAO/C/SC/2011 Dt. 30-12 -2011 (Item No.1).
Tenders opened on 09-02-2012

- Ref:** 1. Your Original offer dated 09.02.12 & Negotiated Offer submitted on 16.4.2012 and your letter dated 11/12.6.2012.
2. This office Counter offer letter of even No. dated 28.6.12.
3. Your letter dated 04.7.2012.

In view of your acceptance of this office Counter Offer dated 28.6.12 vide your letter dated 04.7.12, Your Original/ negotiated offer submitted on 09.02.12/ 16.4.2012 for the above subject work at a total value of Rs. **14,57,33,496.92Ps** (Rupees Fourteen Crore, Fifty Seven lakh, Thirty Three thousand, Four Hundred Ninety Six and Paise Ninety Two only) **has been accepted by the competent authority as mentioned below, subject to base month for Price Variation from the date of negotiation i.e from 16.4.2012.**

SL.No	Schedules	Base value Rs	Accepted Rates	Amount Rs.
1	Schedule'A'	27,37,366.00	AT PAR	27,37,366.00
2	Schedule'B'	1,74,48,408.02	AT PAR	1,74,48,408.02
3	Schedule'C'	3,25,24,974.90	AT PAR	3,25,24,974.90
4	Schedule'D'	4,49,03,600.00	(+)7.5%	4,82,71,370.00
5	Schedule'E'	3,45,10,000.00	(+)7.2%	3,69,94,720.00
6	Schedule'F'	71,16,200.00	(+)9%	77,56,658.00
	TOTAL	13,92,40,548.92	-	14,57,33,496.92

2. Please note that all the works included in this contract shall be completed within the period of 10(Ten) 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.72,86,680/-** (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. 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.72,86,680/-(is also payable towards full Security Deposit for the due and faithful fulfillment of the work.** The EMD of **Rs.8,47,000/-** furnished along with your offer in the form of TDA A/c Nos.i) 32181315971 dt.08.02.12 for **Rs.2,85,000/-** ii) 31856062702 dt.27.7.11 for **Rs.3,00,000/-** iii) 31874377187 dt.08.8.11 for **Rs.2,62,000/-** issued by **Union Bank of India, Secunderabad,** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs.64,39,680/- 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-

(N.S.UKEY)

Chief Engineer/C/IV/SC

for & behalf of President of India.

Copy to:

1. **FA & CAO/C/SC** for inf.along copies of TCP's dated 12.4.12, 10.5.12 & 11.6.12, copy of Contractors' Counter Offer acceptance letter dated 04.7.12 and He may please return the EMD's of the unsuccessful tenderers to this office to enable to return the EMDs to the concerned contractors.
DA.As above.
2. **DY.CE/C/BZA** for inf. & nec.action. along with copies of TCP's dated 12.4.12, 10.5.12 & 11.6.12. and copy of Contractors' Counter Offer acceptance letter dated 04.7.12 D.A.As above.
3. Labour Enforcement Officer/Central Excise colony, Sivam Road/Hyderabad-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.
5. File No.W.CON.148/AB/ /W.C.3.

-Sd-

for Chief Admin. Officer/Con/SC

TIME FRAME/ MILE STONES CHART

Name of Work: Vijayawada Division - Gudur - Vijayawada Section - Proposed Construction of Road over Bridge with pile foundations, RCC Columns and Superstructure as 7 x 30.00 m (Sk) clear span Composite girder (ie., Steel 'I' Girders with RCC deck slab) in lieu of LC.No.103 at KM.144/31-33 near Manubolu Station Yard.

TENDER NOTICE No. 47/CAO/C/SC/2011 Dt. 30-12 -2011 (Item No.1).

Sl. No	Mile Stone No.	Name of event (mile stone)	Schedule
1	I (a)	Approval of Designs and Drawings by Designs cell	D1+15
	I(b)	Mobilisation of plant for driving of piles, Plant for concreting etc., procurement of cement, reinforcement steel etc., including submission of design mix for RCC M-35, etc.	D1+45
2	II	Casting of initial trial/working pile and conducting load test	D1+65
3	III	RCC M-35 for piles and pile caps including excavation for pile caps, CC 1:3:6 for levelling course etc. Dressing and leveling of formation, load tests etc.,	D1+150
4	IV	RCC M-35 for columns above ground level	D1+165
5	V	RCC M-35 for bed blocks, pedestals etc.,	D1+180
6	VI	Procurement of Elastomeric bearings, structural steel members and Reinforcement steel for composite girder superstructure and fabrication of composite girders, bringing to site of work and assembling.	D1+180
7	VII	Erection of steel girders over bearings	D1+230
8	VIII	Casting of deck slab for composite girder structure including kerbs, crash barriers and wearing coat etc..	D1+270
9	IX	Misc. finishing works viz., parapet panel, Drainage spouts, strip seal type expansion joints, provision of guard rails, brightening works etc.	D1+300

Note: "D1 stands for the date on which Railway has given the site/drawings as relevant.

-Sd-
(N.S.UIKEY)
Chief Engineer/C/IV/SC
for Chief Admin. Officer/Con/SC