

BY SPEED.POST with Ack. Due

SOUTH CENTRAL RAILWAY



Headquarters Office,
Works (Constn.) Branch,
Secunderabad –500 071.

No. W.Con.496/A/BIDR-GR/5515 (WC.3)

Dated:30 -07-2012.

**M/s.R.K.Constructions,
9-131/7, Street No.5,
HMT Nagar, Nacharam,
Hyderabad – 500076.**

Sir,

Sub: Construction of New BG line between Bidar-Gulbarga : Earthwork in formation construction of minor bridges from Ch.51400m to Ch.52600m between Kallur Road and Hallikhed (K) stations – Reach-XVIII (b).

Ref: Tender Notice No.05/CAO/C/SC/2012 dated 02-2-12 (Item No.2)

#

Your offer for the above work submitted by you on 14-03-2012 has been accepted for a total value of **Rs.3,71,56,381.78 (Rupees three crores seventy one lakhs fifty six thousand three hundred and eighty one and paise seventy eight only)** as indicated below :

Sl. No.	Schedule / Description	Face Value Rs.	Percentage Rate Accepted	Amount Rs.
1	Schedule 'A'	2,12,39,155.00	(-) 47% (Below forty seven percent only)	1,12,56,752.15
2	Schedule 'B'	20,81,520.00	(+) 10% (Above ten percent only)	22,89,672.00
3	Schedule 'C'	8,06,230.00	(-) 10% (Below ten percent only)	7,25,607.00
4	Schedule 'D'	1,26,50,410.12	(+) 05% (Above five percent only)	1,32,82,930.63
5	Schedule 'E'	67,62,000.00	At par	67,62,000.00
6	Schedule 'F'	28,39,420.00	At par	28,39,420.00
		4,63,78,735.12	TOTAL	3,71,56,381.78

(Rupees three crores seventy one lakhs fifty six thousand three hundred and eighty one and paise seventy eight only)

2. Please note that all the works covered by this contract shall be completed in all respects within a period of 06 (six) months from the date of issue of this letter of acceptance including intervening monsoon period. The contractor would be expected to adhere to the progress of work as per accepted mile stone chart enclosed as Annexure-I. In case he fail in achieving the first 2 mile stones, the contract would be liable for termination under clause 62 of General Conditions of Contracts.

3. All the works shall be maintained by the contractor 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-47 of the General Conditions of contract.

4. Please also note that an amount of **Rs.18,57,820/- (Rupees eighteen lakhs fifty seven thousand eight hundred and twenty only)** (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 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.

5. If you are interested to furnish the Performance Guarantee as called for in para No.4 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.

6. In addition to the above, an amount of **Rs.18,57,820/- (Rupees eighteen lakhs fifty seven thousand eight hundred and twenty only)** is payable towards **Full Security Deposit** for the due and faithful fulfillment of this work. Out of the said amount, the Earnest Money Deposit of **Rs. 3,15,940/-** furnished along with your offer in the form of DR A/c No.20070749 dt.08-01-2008 issued by Andhra Bank, Nacharam Branch, Hyderabad adjusted towards part security deposit and the balance security deposit amount of **Rs. 15,41,880/- (Rupees fifteen lakhs forty one thousand eight hundred and eighty only)** will be recovered from your running bills at the rate of 10% till the balance security deposit amount is fully recovered.

7. No interest will be payable on the Security Deposit/Performance Guarantee. But the Government securities will be payable with interest accrued thereon, if they carry any interest.

8. It may please be noted that until a formal agreement is executed, the acceptance letter itself 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 advise from this office that such documents are ready failing which, action will be taken as per Clause.12 of the Regulations for Tender and Contracts of South Central Railway without Prejudice to any further right or remedies.

9. Please acknowledge the receipt of this letter.

Yours faithfully,

-Sd-

(S.P.SAHU)

Chief Engineer/Con-I

South Central Railway/ Secunderabad.

for & On behalf of The President of Union of India

C/- FA & CAO/CON/SC for information (Encl: One accepted TCP).

C/- DY.CE/C/III/SC for information and necessary action. It is advised to carefully monitor the operation of schedules – B & D during execution of work, to avoid vitiation since the agency has quoted lowest rates for all the schedules except Schedule-B & D. This stipulation shall also be incorporated on the top sheet of the Agreement for monitoring during operation of the contract.

(Encl: One accepted TCP)

C/- Chief Cashier (Pay) S C. Railway, Secunderabad for information and necessary action. He will please advise the receipt particulars of the above Performance Guarantee amount as and when remitted by the contractor if any.

C/- The Labour Enforcement Officer/Central/ Hyderabad for information.

-Sd-

for Chief Admn. Officer/Con/SC.

Annexure - I

PROGRAMME OF MILESTONES

NAME OF WORK:- Construction of New BG line between Bidar-Gulbarga : Earthwork in formation construction of minor bridges from Ch.51400m to Ch.52600m between Kallur Road and Hallikhed (K) stations – Reach-XVIII (b).

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S.No.	Mile stone No.	Description of work	Schedule (in days)
1	I	Preliminary works like erection of site offices, collection of material, Machinery, deployment of man power, supervisory staff, submission and getting approval of COE & blanketing sample, concrete mix designs, etc.	D + 15
2	II	Construction of minor bridges 2 Nos. (out of 5 bridges) & Earth work information : 40,000 Cum, earth work in cutting 1550Cum.	D+75
3	III	Construction of 4 minor bridges (cumulative) (out of 5 bridges), earthwork in embankment 60,000 (cumulative) Cum.	D+75
4	IV	Construction of remaining 1 minor bridges, earthwork in embankment 1,17,100 (cumulative) & protective works for 3 bridges.	D+ 120
5	V	Earthwork in blanketing (10620 Cum), protective works for remaining 2 bridges and misc. works.	D+150

- Note: 1) D = stands for the date of acceptance and D+15 means 15 days after D and so on.
- 2) Quantities mentioned above are cumulative to the end of the period.
- 3) Approach road works on either end of RUB should also be taken up along with construction of RUB bridge (RUB) will be considered to have completed, only if approach roads are also completed in all aspects.