

By Speed Post Ack Due



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

No.W.CON.496/EL/GTL/5580/WC.3

Date: 05-08-2013.

M/s.Suresh Constructions,
Railway Contractor,
D.No.17/1094, Rajendra Nagar,
Guntakal – 515 801.

Sir(s),

Sub: Proposed Construction of Electrical Loco shed at Guntakal – Construction of new sheds with pit lines 2 Nos. for Electrical Loco trip shed and Sand Dump Room including connectexd works of track linking, drainage arrangements and other miscellaneous works etc.nabad stations. (Item No.2).

Tender Notice No. 34/CAO/C/SC/2012 dated: 05-12-2012 (Item No.1)
opened on 17-01-2013.

Ref: Your negotiated offer dated 25-07-2013.

Your negotiated offer submitted on 25-07-2013 in connection with the subject work has been accepted by the competent authority at a total value of ₹4,12,40,841.40 (₹ Four Crores, Twelve Lakhs, Forty Thousand, Eight Hundred Forty One and Paise Forty only) with rates quoted for different schedules as given under:

Schedule	Face value in ₹	Accepted Rate & Value	
		% Rate	Value in ₹.
Schedule - A	1,86,33,595.55	(+)10%	2,04,96,955.10
Schedule - B	27,70,051.60	(-)03%	26,86,950.05
Schedule - C	1,12,61,907.64	(-)2.5%	1,09,80,359.95
Schedule - D	42,68,800.00	(+)07%	45,67,616.00
Schedule - E	11,69,500.00	(+)23%	14,38,485.00
Schedule - F	9,14,936.15	(+)17%	10,70,475.30
	3,90,18,790.94		4,12,40,841.40

2. Please note that all the works included in this contract shall be completed within the period of **08 (EIGHT)** months (including 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. The earthwork in formation has no maintenance period. 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 47 of the General Conditions of Contract.

4. Please also note that an amount of ₹ 20,62,050/- (₹ Twenty Lakhs, Sixty two thousand and fifty 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, i.e., from 31st day after the

: 2:

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/Secunderabad.

4.1 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/SCRly/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 ₹20,62,050/- (₹ Twenty Lakhs, Sixty two thousand and fifty only) (i.e., 5% of contract value) is 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 VCC No.704712 A/c No.3124-405-27456/7 dated 17-01-2013 for ₹3,45,100/- issued by **Syndicate Bank, Guntakal Branch, Guntakal** is adjusted towards part security deposit and the balance Security Deposit amount of ₹17,16,950/- **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.

7. 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.

8. 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/-
(D.K.Singh)
Chief Engineer/C-/SC,
for & behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** for information together with copies of TCPs. (Encl: one).
2. **DY.CE/C/GTL** for information and necessary action together with a copies of TCPs. (Encl:One).
3. Labour Enforcement Officer (Central), Rly.Qtr.No.533, Opp: Railway High School, Guntakal -515 801 for information
- 4.. Chief Cashier/SCR/Secunderabad for information.
5. SSE/Computers, CAO/C/O/SC for uploading the LOA in the website.

for Chief Admin. Officer/Con/SC

PROGRAMME OF MOILSTONES

SINo.	Name of event (mile stone)	Schedule
1	Submission of drawings for Shed and service building	D1 +30
2	Stanchions foundations (Raft foundation) of main shed, Center line markings for laying track	D1+60
3	Fabrication and erection of RCC columns, bracings, trusses, wind girders gable ends etc., Construction of sand dump room.	D1 + 90
4	Providing pit lines in electrical trip shed , laying of track and connected fittings in pit line	D1 + 150
5	Laying of points & crossings connecting lines , providing flooring between pit lines, roof sheeting, walling & cladding and CC apron portion beyond shed portion.	D1 + 180
6	Drain, laying of connected roads and other miscellaneous works	D1 + 240

'D1' stands for the date on which railway has given the site/drawings as relevant.

Sd/-
(D.K.Singh)
Chief Engineer/C-/SC,
for & behalf of President of India