



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

No. W.CON.496/A/MALM-MTU/Br.1017/5593/WC.3

Date: 16 -08-2013

Sri V. Narasimha,
H.No.7-15/1, Jai Santosh Nagar,
Road No.8, Habsiguda,
Hyderabad – 500 007.

Sir,

Sub: Guntakal Division: Guntakal - Raichur section - Patch doubling work between Mantrayam Road - Matmari stations - Earthwork in embankment/cuttings, construction of minor bridges (16 Nos), drains and other misc. works.

Tender Notice No.06/CAO/C/SC/2013 dt.19.03.2013.

Tender Opened on 03-05-2013

Ref: Your negotiated offer submitted on 29-07-2013.

Your negotiated offer submitted on 29-07-2013, in connection with the subject work is hereby accepted at a total value of ₹10,00,20,719.13 (₹ Ten Crores, Twenty Thousand Seven Hundred Nineteen and paise Thirteen only) with rates quoted for different schedules as given under:

Schedule	Base value in ₹	Accepted Rate & Value		
			% Rate	Value in ₹
Schedule - A	13915678.86	(+)24 %	(Twenty four percent above)	17255441.79
Schedule - B	29188041.43	(+)22 %	(Twenty two percent above)	35609410.54
Schedule- C	7153200.00	(+)24 %	(Twenty four percent above)	8869968.00
Schedule -D	13806720.00	(+ 24%	(Twenty four percent above)	17120332.80
Schedule - E	16665800.00	(+)27 %	(Twenty seven percent above)	21165566.00
Total ₹	80729440.29			<u>100020719.13</u>

Note: The quoted rates for all the schedules should not be used for comparison in future tenders.

: 2 :

2. Please note that all the works included in this contract shall be completed within the period of **12 (twelve)** months inclusive of the intervening monsoon period from the date of issue of this acceptance letter, as per the Mile Stone 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 Mile Stone 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 Earth work in formation has no maintenance period. All other works should be maintained by the contractor for a period of 6(Six) 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 the clause No.47 of the General Conditions of the Contract.

4. Please also note that an amount of **₹50,01,040/-** (i.e., 5% of contract value) is payable towards **Performance Guarantee** for the due and faithful fulfillment of the work within 30 (thirty) days from the date of issue of this letter of acceptance. Extension of time for submission of Performance Guarantee beyond 30 (thirty) days and up to 60 (sixty) days from the date of issue of letter of acceptance will be given with 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 letter of acceptance. In case you fail to submit the requisite Performance Guarantee even after 60 (sixty) days from the date of issue of letter of acceptance, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. You shall be debarred from participating in re-tendering for this work. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended you shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

4.1 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 per cent below market value or at the face value whichever is less **or** FDR in favour of FA&CAO/C/ S.C.Railway/ Secunderabad, (free from any encumbrance) will be accepted. The Performance Guarantee shall be released only after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work 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.Rly/ 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.

: 3 :

6. In addition to the above, an amount of ₹50,01,040/- is also 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 **TDA No.743315 A/c. No.62281206475) dated 02-05-2013** for ₹5,54,000/- issued by **State Bank of Hyderabad, Punjagutta Branch, Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of ₹ **44,47,040/-** 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.

Please acknowledge the receipt.

Encl: One

Yours faithfully,

(D.K. Singh)

**Chief Engineer/Con-I/SC
For and on behalf of President of India.**

Copy to:

1. FA & CAO/C/SC for information together with copies of TCPs. The EMD of the unsuccessful tenderers may be returned to this office duly discharged for returning the same to the unsuccessful tenderers. (Encl: One)
2. Dy.CE/C/GTL for information and necessary action together with 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 for information and uploading the LOA in SCR website.

for Chief Admin. Officer/Con/SC

MILE STONE PROGRAMME

Name of Work: Guntakal Division: Guntakal - Raichur section - Patch doubling work between Mantralayam Road - Matmari stations - Earthwork in embankment/cuttings, construction of minor bridges (16 Nos), drains and other misc. works.

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S.No.	Name of event (Mile stone)	Schedule
1	Submission of new Minor bridge drawings.	D1 + 60
2	Collection of COE	D1 + 120
3	Foundation work for extension of bridge.	D1 + 150
4.	Levelling & compaction of COE	D1 + 180
5.	Casting of Boxes at site	D1 + 260
6.	Levelling & compaction with blanketing material	D1 + 310
7.	Other miscellaneous works like trolley refuges, drains etc.	D1 + 365

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

(D.K. Singh)
Chief Engineer/Con-I/SC
for Chief Admin. Officer/Con/SC.