

Speed Post with Ack.Due

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

No. W.Con.496/A/KZJ-BZA/5618/WC.3

Date: 13 -09-2013.

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

Sir,

Sub: Construction of proposed Road Under Bridge (Sub-way) as 2x5.20x3.10m RCC BOX – By Pushing Method (balance works) at Km.437/13-15 in lieu of level crossing No.81(M) between Mahabubabad and Gundrathimadugu stations on Kazipet – Vijayawada section. Proposed construction of retaining walls, drains, boundary wall and other miscellaneous works etc., (cost sharing work).

Tender Notice No.06/CAO/C/SC/2013 dated: 19.03.2013 (Item No.4)

Tender opened on 03-05-2013.

- Ref: 1) Your Offer submitted on 03-05-2013 & Negotiated Offer submitted on 27-08-2013.
2) This Office Counter Offer dated 12-09-2013.
3) Your letter dated 12-09-2013.

* * * * *

In view of your acceptance of the Counter Offer dated 12-09-2013, vide your letter dated 12-09-2013, Your Offer submitted on 03-05-2013 & Negotiated Offer submitted on 27-08-2013, in connection with the subject work, is hereby accepted at a total value of ₹ 3,51,28,736.39 (₹ Three Crores, Fifty One Lakhs, Twenty Eight Thousand Seven Hundred Thirty Six and paise Thirty Nine only) with rates quoted for different schedules as given under:

Schedule	Base value in ₹	Accepted Rate & Value		Value in ₹
			% Rate	
Schedule - A	1,24,78,589.00	(+)60%	(Sixty percent above)	1,99,65,742.40
Schedule - B	8,73,363.00	(+)40%	(Forty percent above)	12,22,708.20
Schedule- C	46,02,444.85	(+)40%	(Forty percent above)	64,43,422.79
Schedule - D	21,43,600.00	(+)32%	(Thirty Two percent above)	28,29,552.00
Schedule-E	33,27,120.00	(+)23.75%	(Twenty Three point Seventy Five percent above)	41,17,311.00
Schedule - F	5,00,000.00	(+)10%	(Ten percent above)	5,50,000.00
	2,39,25,116.85			3,51,28,736.39

2. Please note that all the works included in this contract shall be completed within the period of **6 (six)** months inclusive of the intervening monsoon period from the date of issue of 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 . 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. All 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 **₹17,56,440/-** (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.

6. In addition to the above, an amount of **₹17,56,440/-** is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD amount of **₹2,70,000/-** furnished along with your offer in the form of TDA No.743314 (A/c No.62281206271) dt.02-05-2013 issued by State **Bank of Hyderabad,Punjagutta Branch, Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **₹14,86,440/-** 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 Clause 12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

Please acknowledge the receipt.

Encl: One

Yours faithfully,

Sd/-

(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. (Encl: One).
2. Dy.CE/C-III/SC for information and necessary action together with copies of TCP (Encl: One).
3. Labour Enforcement Officer, Central, Hyderabad 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 CHART FOR RUB WITH RCC BO BY PUSHING METHOD
AND CASTING OF CAST-IN-SITU BOX AT MAHABUBABAD.**

Name of Work:Construction of proposed Road Under Bridge (Sub-way) as 2x5.20x3.10m RCC BOX – By Pushing Method (balance works) at Km.437/13-15 in lieu of level crossing No.81(M) between Mahabubabad and Gundrathimadugu stations on Kazipet - Vijayawada section. Proposed construction of retaining walls, drains, boundary wall and other miscellaneous works etc., (cost sharing work).

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Tender opened on 03-05-2013

S. No.	Mile stone No.	Name of the event (Mile Stone)	Schedule
1	I	Construction of Thrust wall (to support jacking /pushing) drain, boundary wall also pre-casting of RCC Box units 2 x 5.20 m x 3.10 m including fixing of fabricated front and frame/cutting edge.	D1+60
2	II	Jacking of precast boxes to form the opening under running Railway traffic	D1+120
3	III	Casting of cast-in-situ box, providing wearing coat, crash barriers and footpath.	D1+150
4	IV	Retaining wall and Misc. protective works	D1+180

Note: D = stands for the date of acceptance and D+90 means 90 days after D and so on.

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