

By RPAD



भारत सरकार/GOVERNMENT OF INDIA
(रेल मंत्रालय/Ministry of Railways)
दक्षिण मध्य रेलवे/SOUTH CENTRAL RAILWAY

उप मुख्य इंजीनियर कार्यालय/निर्माण/विजयवाडा
Office of the Deputy Chief Engineer
Construction,
Vijayawada.
Phone:0866-2570397
Fax:0866-2570 397
dt. 13.03.2013

No. B/W.Con/496/A/2012/ELS Shed/Balance works

To

Shri A.Sudhakara Rao,
Railway Contractor,
Flat No.304, Sai Apartments,
Gosala Street, **KAVALI**
Nellore District.

Sir,

विषय/Sub:- Vijayawada Division - Vijayawada Electric Loco Shed - Augmentation of Homing capacity of Electric Locos from 120 to 150 Locos - Construction of Sand Room, Basic Training centre, staff rest room, Compound wall, Extension of existing Canteen building, Computer room, Technical section, Time office and execution of other misc. works (Balance Works) in Electric Loco Shed at Vijayawada station – reg.

Tender Notice No.24/CAO/C/SC/2012 dated: 09.08.2012 (Item No.3)
Tenders Opened on 18.09.2012.

संदर्भ/Ref:- **Your negotiated offer submitted for the work dated 02/01/2013**

Your negotiated offer submitted on 02/01/2013 for the above subject work at a total value of Rs.2,00,20,142.48 (Rupees Two Crores Twenty Thousand One Hundred Forty Two and paise Forty Eight only) has been accepted by the competent authority as mentioned below:

S.No	Schedules	Base value Rs	Accepted percentages	Amount Rs.
1	Schedule –A(NS items)	2,44,624.00	(+)26% (Above Twenty Six percent only)	3,08,226.24
2	Schedule –B (USSR-2010 items)	1,24,72,136.82	(+)22% (Above Twenty Two percent only)	1,52,16,006.92
3	Schedule –C (USSR-2010 Steel items)	22,07,879.00	(+)8% (Above Eight percent only)	23,84,509.32
4	Schedule –D (USSR-2010 –Cement)	19,55,000.00	(+)8% (Above Eight percent only)	21,11,400.00
	Total	1,68,79,639.82		2,00,20,142.48

Contd..2

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 this acceptance letter. You have to submit to the Railway a statement of weekly progress of work. During the course of review of progress of work if, administration feels that you may not be able to complete part or whole of the work within the specified time, the Railway reserves the right to execute the balance work by fixing any other agency or by single tender basis or through departmental means as decided by the Engineer in charge and terminate the contract as per Clause No.62 of GCC and forfeit the SD amount and PG shall be en-cashed.

3. Please also note that an amount of **Rs.10,01,010.00** (Rupees Ten lakhs one thousand and ten 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).

4. The authority who has signed the contract agreement (LOA) may grant extension of time for submission of P.G beyond 30 (thirty) days and up-to 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.

5. 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 Sr.AFA/C/S.C.Rly/Vijayawada.

6. 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.

7. 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 Divisional Cashier/S.C.Rly/Vijayawada 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.

8. In addition to the above, an amount of **Rs.10,01,010.00** (Rupees Ten lakhs one thousand and ten only is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD of **Rs.2,34,400/-** (**Rupees Two lakhs thirty four thousand four hundred only**) furnished along with your offer in the form of Fixed Deposit Receipt No.0197092 dt.17/09/2012 issued by **Indian Bank, Kavali** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs.7,66,610.00** (**Rupees Seven lakhs sixty six thousand six hundred and ten only**) 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.

9. 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.

10. 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.

Yours faithfully,

Sd/-

(वाई. के. सक्सेना/Y.K.Saxena)

उप मुख्य इंजीनियर/निर्माण/विजयवाडा
Dy.Chief Engineer/Construction/Vijayawada
for & behalf of President of India.

Copy to:

- 1.CE/C-IV/SC for kind information.
- 2.Sr.AFA/C/BZA for inf. & nec. action.
- 3.Asst. Labour Commissioner/Central/Vijayawada for information.
- 4.SSE/Computers for inf. and to upload the same onto internet.
- 5.File No.B/W.CON.148/A/BZA-ELS/Balance Works

उप मुख्य इंजीनियर/निर्माण/विजयवाडा/Dy.CE/C/BZA