

*By 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/Bidar-Gulbarga/5605/WC.3/Vol.III

Date: 18 -10-2013.

**M/s. SMS INFRASTRUCTURE LIMITED,**  
**20, IT Park,**  
**PARSODI,**  
**NAGPUR – 440 022.**

Sirs,

Sub: Construction of new BG line between Bidar - Gulbarga Stations – Proposed Construction of BG Single line Railway Tunnel ( 4.925 x 7.70m approx. clear dimensions, 'D' shaped) from Km.58,400.00 M to 60,200.00M (Approximate total length 1800.0RM (Tunnel proper: Approx.1500.0RM)) including construction of Portals (2x25.0M) on both ends, False Portals (25.0M on Bidar end and 100.0 M on Gulbarga end ), Shotcreting, Steel Fiber Reinforced Shotcrete, Retaining walls, Construction of Side Drains etc., between Marugutti (H) and Kamalapur stations, near Marugutti Reserve Forest in KARNATAKA state.

Tender Notice No: 03/CAO/C/SC/2013, Dt.14-02-2013 (Item No.5).  
 Packet –I opened on: 26-03-2013 & Packet-II opened on 24-05-2013.

- Ref: 1) Your original Offer submitted on 26-03-2013  
 2) Your Negotiated Offer submitted on 10-10-2013.  
 3) This Office counter offer dated 18-10-2013.  
 4) Your letter dated 18 -10-2013.

\* \* \* \* \*

In view of your acceptance of the Counter Offer dated 18-10-2013, vide your letter dated 18-10-2013 in connection with the subject work, the total value of ₹52,81,32,705.90 (₹ Fifty Two Crores Eighty One Lakhs Thirty Two Thousand Seven Hundred Five and pasie Ninety only) is accepted by the competent authority with rates quoted for different schedules as given under:

Schedule	Base value in ₹	Accepted Rate & Value		
		% Rate		Value in ₹
Sch-A (NS Items) (Earthwork in cutting)	<b>19660000.00</b>	<b>(+) 71%</b>	(Seventy One Percent above)	<b>33618600.00</b>
Sch-B (NS Items) (Earthwork in cutting in Tunnel)	<b>79284400.00</b>	<b>(+) 17%</b>	(Seventeen percent above)	<b>92762748.00</b>
Sch-C (Rockbolting, Grouting) NS items	<b>20594214.00</b>	<b>(-) 7%</b>	(Seven percent below)	<b>19152619.02</b>
Sch-D (Concrete) USSR Items	<b>83992164.40</b>	<b>(+) 45%</b>	(Forty Five percent above)	<b>121788638.38</b>
Sch- E (Shotcrete & Genl items) NS Items	<b>71799000.00</b>	<b>(-) 13%</b>	(Thirteen percent below)	<b>62465130.00</b>
Sch- F (Structural steel & Reinforcement steel) USSR Items	<b>120268155.00</b>	<b>(+) 10%</b>	(Ten percent above)	<b>132294970.50</b>
Sch- G (Cement) USSR	<b>46000000.00</b>	<b>(+) 30%</b>	(Thirty percent above)	<b>59800000.00</b>
Sch- H (Any other USSR Items)	<b>5000000.00</b>	<b>(+) 25%</b>	(Twenty Five percent above)	<b>6250000.00</b>
	<b>446597933.40</b>			<b>528132705.90</b>

2. Please note that all the works included in this contract shall be completed within the period of 18 (**Eighteen**) 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 12 (Twelve) 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 **₹2,64,06,640/-** (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. which shall be charged for the delay beyond 30 (thirty) days, i.e., from 31<sup>st</sup> 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 **₹2,64,06,640/-** is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD amount of **₹ 23,84,350/-** submitted in the form of **Deposit A/c No.376100DP00002566 dt:23.03.13 issued by Punjab National Bank, Dharmpet Branch, Nagpur** along with your offer is adjusted towards part security deposit and the balance Security Deposit amount of **₹2,40,22,290/-** 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.

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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

### PROGRAMME OF MILESTONES

Construction of new BG line between Bidar - Gulbarga Stations – Proposed Construction of BG Single line Railway Tunnel ( 4.925 x 7.70m approx. clear dimensions, ‘D’ shaped) from Km.58,400.00 M to 60,200.00M (Approximate total length 1800.0RM (Tunnel proper: Approx.1500.0RM)) including construction of Portals (2x25.0M) on both ends, False Portals (25.0M on Bidar end and 100.0 M on Gulbarga end ), Shotcreting, Steel Fiber Reinforced Shotcrete, Retaining walls, Construction of Side Drains etc., between Marugutti (H) and Kamalapur stations, near Marugutti Reserve Forest in KARNATAKA state.

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, concrete mix designs, etc.	D+30
2	II	<b>Excavation of Tunnel</b> in all types of soils / rocks (in working cum ventilation shafts), <b>working from both sides, excavating 4 to 5 m per day.</b>	D+380
3	III	Supply, drilling and installation of <b>rock bolts</b> of different types, excavation of Side drains, trolley & man refuges, niches and Floor of Tunnel (where ever necessary).	D+410
4	IV	a)Manufacture, supply and erection of Structural steel for temporary, <b>permanent supports (Steel sets)</b> of tunnel along with drainage arrangements (i.e. weep holes) as specified in approved drawings. <b>AND</b> b) <b>Internal RCC retaining walls</b> in soft strata as necessary & as directed by Engineer-in-charge.	D+440
5	V	a) <b>Open excavation</b> in cutting including side drains, in all types of soil/rock, at the approaches of tunnel, for establishing False Portals, Portals and Balance Floor of Tunnel if any and misc. works. <b>AND</b> b)Steel Fiber reinforcement Shotcrete with spot bolting ( <b>STEEL FIBER REINFORCED SHOTCRETE</b> ), along with drainage arrangements (i.e. weep holes) as specified in approved drawings.	D+470
6	VI	<b>Shotcreting</b> with or without wire mesh reinforcement /Cement pressure grouting of the Tunnel along with drainage arrangements (i.e. weep holes) as specified in approved drawings.	D+500
7	VII	<b>Concreting of side drains &amp; Flooring</b> along with drainage arrangements (i.e. weep holes) as specified in approved drawings. plum concreting in soft strata etc.,	D+500
8	VIII	<b>Concrete Lining</b> work of Tunnel, construction of false portals, portals, <b>drainage arrangements</b> inside (any left over's) & <b>outside</b> of tunnel and other misc.works etc.,	D+500
9	IX	Dry pitching of approach cutting, any other ancillary works and all finishing works etc.,	D+540

Note: D= stands for the date on which Railway handover the site/drawing as relevant to the Contractor.

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