

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/A/Gooty / 5410 /WC.3

Dated: 23 -05-2011.

Sri V.Subbarami Reddy,
Railway Contractors .Jayampu,(Village)
Nellore(Dist.)
Sir(s),

Sub: Augumentation of berthing capacity of Locomotives by 3 Nos at Gooty – Conversion of benching section to heavy repair bay construction of insection pit line, catwalk on either side, construction tool room /store rooms below the catwalk position in heavyrepair bay, repairs to flowing in shed and CC apron portions and catwalks, drainage arrangements laying and linking including transportation of P.Way materials other miscellaneous works, etc.,

Tender Notice No. 08/CAO/C/SC/2011 dated 28.02.2011.(iten No.5)

Ref: 1) Your Original Offer submitted on

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Your offer submitted on **05.04.2011** for the above work at a total value of **Rs.3,97,60,896.42 ps (Rupees Three Crores, Ninty Seven lakhs, Sixty Thousand Eight hundred Ninty Six and paise Forty Two only)** has been accepted as mentioned below.

Sl.No	Schedule	Base Values (Rs)	Accepted Rate %	Accepted Values.(Rs)
1.	Schedule 'A'	2,52,19,232.00	(-14)%	2,16,88,539.52
2.	Schedule 'B'	80,50,000.00	(+) 09%	87,74,500.00
3.	Schedule 'C'	2,37,648.00	(+)09%	2,59,036.32
4.	Schedule 'D'	52,87,500.00	(+) 54%	81,42,750.00
5.	Schedule 'E'	8,22,083.10	(+)09%	8,96,070.58
	Total	3,96,16,463.10		3,97,60,896.42

2 . Please note that all the works included in this contract shall be completed within the period of **09(Nine)** calendar months (inclusive of the intervening monsoon period) from the date of issue of this acceptance letter. The contractor would be expected to adhere to the progress of work as the accepted mile stone chart. In case they fail in achieving the first 2 mile stones, the contractor would be liable for termination under clause 62 of the GCC.

3. Please also note that an amount of **Rs.19,88,050/-** (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, ie., from 31st day after the date of issue of

9.1.

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.

4. 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/Sec'bad.

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.3 above in cash the same shall be lodged with the chief cashier/SCRly/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.

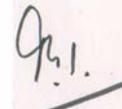
6. In addition to the above, an amount of **Rs.1988050/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs.3,49,000/-** furnished along with your offer in the form of **SSDQ No.09990 (A/c. No. 35034030000454/1) dt.02-04-2011** issued by **Syndicate Bank Nellore**, is adjusted towards part security deposit and the balance Security Deposit amount of **Rs.16,39,050/-** 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 completion of the work and after passing the final bill based on 'No Claim Certificate'

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.

Yours faithfully,



(LAXMINARAYANA)
Chief Engineer/Con-I/SC
for Chief Admin. Officer/Con/SC

