

LETTER OF ACCEPTANCECENTRAL RAILWAY

Office of the
Chief Administrative Officer (Const.),
6th Floor, New Administrative Building,
D. N. Road, CST, Mumbai - 400 001.

No.DY.CE(C) BSL/Rate/1196

Date: 04.07.2019.

✓ M/s K K Vidyut,

"Vidyut", Opp. Amol Vihar, Rasnenagar,
Sayedli, Ahmednagar - 41 4003, Maharashtra.

Email: kk@kkvidyut.com

Sub: e-Tender No.DYCECBSL-13-2018-19 of 17.08.2018: Supplying and stacking of 65mm machined crushed stone ballast in cess or in depot for new 3rd line including all yards between Jalgaon (excluding) to Chalisgaon (excluding) section (93 Kms.) in connection with Mannad - Jalgaon 3rd line.

- Ref:
- (i) Technical Bid (Packet-I) opened on 18.09.2018 (online).
 - (ii) Price Bids (Packet-II) opened on 24.01.2019 (online).
 - (iii) 1st Round of Negotiation held on 12.03.2019.
 - (iv) 2nd Round of Negotiation held on 31.05.2019.
 - (v) 3rd Round of Negotiation held on 01.07.2019.

1. Your Negotiated Offer for the above cited work has been accepted by the competent authority, for and on behalf of the President of India, at a total cost of **Rs.30,81,68,629.92** (Rupees Thirty Crore Eighty one Lakhs Sixty eight Thousand Six Hundred Twenty nine and Paise Ninety two only) i.e. @18.35% above (Eighteen point Three Five percent) above Railways Base Rate of **Rs.752/- per cum** and estimated cost of **Rs.26,03,87,520/-** (Rupees Twenty six Crore Three Lakh Eighty seven Thousand Five Hundred Twenty only).
2. The completion period shall be **24 (Twenty four) months including monsoon**, from the date of issue of this Letter of Acceptance (LOA).
3. **Price Variation Clause (PVC)** is applicable to this work/contract and the Base Month for PVC shall be taken as month of **June, 2019**.
4. Until a formal Agreement is prepared and executed this acceptance letter will constitute a binding contract between you and the Railway. Please return a copy of this acceptance letter duly signed by you, within 7 (seven) days of receipt of this letter, as a token of acceptance of the Offer.
5. The total amount of Security Deposit payable by you is **Rs.1,54,08,500/-** (Rupees One Crore Fifty four Lakhs Eight Thousand Five Hundred only). The amount of **Rs.14,51,940/-** (Rupees Fourteen Lakhs Fifty one Thousand Nine Hundred Forty only) submitted towards Earnest Money Deposit (EMD) through Online Net Banking Transaction ID: **CKH1207099**; dt.17.09.2018, will be retained as part of the Security Deposit for due and faithful fulfillment of the contract. The balance amount of Security Deposit i.e. **Rs.1,39,56,560/-** (Rupees One Crore Thirty nine Lakhs Fifty six Thousand Five

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Hundred Sixty only) shall be recovered from the R. A. Bills @10% of the bill amount, till the full amount of Security Deposit is recovered.

6. In addition to above, you shall submit a **Performance Guarantee (PG) equivalent to 5% of the contract value**, i.e. for an amount of **Rs.1,54,08,500/-** (Rupees One Crore Fifty four Lakhs Eight Thousand Five Hundred only) in any of the acceptable forms as mentioned in the tender document, within **30 (Thirty)** days from the date of issue of this Letter of Acceptance (LOA) but before signing of the Contract Agreement. This Performance Guarantee should be initially valid up to the stipulated date of completion plus **60 (Sixty)** days beyond that. In case, the time for completion of work gets extended, the validity of Performance Guarantee shall be extended to cover such time for completion of work plus 60 days.

Extension of time for submission of PG beyond **30 (Thirty)** days and up to **60 (Sixty)** days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a penal interest of **15% per annum** 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 PG, 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 this contract. You shall be debarred from participating in re-tender for this work.

7. You are requested to get yourself registered immediately under the Contract Labour (R&D) Act 1970, with the Regional Labour Enforcement Officer concerned. It may please be noted that you are required to intimate the date of commencement and date of completion of work on Form-VI (A) to the concerned Regional Labour Enforcement Officer.

8. You are also requested to submit the following documents immediately, for processing execution of the Contract Agreement.

(i) **Original Copy of the JV agreement** executed among the members of the Joint Venture (JV) firm, and registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This JV agreement shall be as per 'Clause 61.12: Guidelines for participation of joint venture firms in works tender', as specified in the Tender Document (Technical Bid, Packet-I). The JV agreement shall be submitted by you to the Railways before signing the contract agreement for the work. In case you fail to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.

(ii) 'Power of Attorney' in f/o of the person/s nominated by the JV firm authorizing him/them to sign the Contract Agreement and do various acts in connection with the subject work.

After, scrutinizing of these documents by legal department of this Office, you will be advised further the date by which the authorized 'Power of Attorney' holder/s of the JV firm is required to attend this office to sign the formal contract agreement.

9. In the meantime you are requested to report to **Dy. Chief Engineer(Const.), Central Railway, Bhusawal** immediately for programming the execution of work with Bar Chart in duplicate & commencement of work as per tender conditions.

10. If you do not commence the work within **15 (Fifteen)** days of receipt of this letter, your EMD shall be forfeited without prejudice to any other rights or remedies available with the Railways.

11. Please acknowledge receipt.

Yours faithfully,


Chief Engineer (Const.) North
For and on behalf of the President of India.

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