

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/A/HYB/5408/WC.3

Dt: 24/05/2011.

**M/s.P.Venkateswara Rao,
8-4/7, Mallikarjuna Nagar,
Shankarpally,
Ranga Reddy District-502201**

Sir,

Sub: Wadi - Secunderabad Section. Proposed construction of "Road Over Bridge" as 1X 23.00 m clear span composite girder at Km.186/14-186/18A near existing R.O.B. No.7 C at Lakdikapul.

Tender Notice No:02 /CAO/C/SC/2011 Dt. 27 -01-2011
(Item No. 5) - Tender Opened on: 09/3/2011.

Ref: Your Negotiated Offer submitted on 27.4.2011

Your Negotiated offer submitted on 27.4.11 for the above subject work at a total value of **Rs. 3,51,83,670.40** (Rupees Three Crores fifty one Lakhs eighty three thousand six hundred and seventy and paise forty only) has been accepted by the competent authority as mentioned below:

SL.No	Schedules	Base value Rs	Accepted Rates	Amount Rs.
1	Schedule 'A'	11224588	(+) 20%	1,34,69,505.60
2	Schedule 'B'	7539000	(+) 30%	98,00,700.00
3	Schedule 'C'	5525000	(+) 28%	70,72,000.00
4	Schedule 'D'	2357520	(+) 99%	46,91,464.80
5	Schedule 'E'	300000	(-) 50%	1,50,000.00
	TOTAL	26946108		3,51,83,670.40

2. Please note that all the works included in this contract shall be completed within the period of **3 (Three)** months (inclusive of the intervening monsoon period) from the date of issue of this acceptance letter as per the TIME FRAME/ MILE STONES 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 above mentioned TIME FRAME/ MILE STONES chart vide Page No.35 of the tender document. In case you fail, in achieving the first 2 mile – stones, the contract would be liable for termination under clause 62 of the GCC.

A short payment of Rs.25,000/- per day will be made, if the work is not completed within 3 months of handing over of site and drawings to contractor by Railways i.e. payments to be made to contractor for the work done shall be reduced by Rs. 25000/- x No. of days delay in completing the work beyond 90 days.

3. Please also note that an amount of **Rs.17,59,200/-** (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, 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.

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.

4. 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/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.

5. In addition to the above, an amount of **Rs.17,59,200/-** (is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD of **Rs. 2,84,800/-** furnished along with your offer in the form of **TDR No: 0800938 dt.7/3/11** both issued by **Corporation Bank/ Jubilee Hills Branch/ Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 14,74,400/-** 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.



6 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.

7. 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 Clause12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

Please acknowledge the receipt.


Yours faithfully,


(S.A.QAYYUM)

**Deputy Chief Engineer/C/Genl-I/SC
for & on behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** for information.
2. **DY.CE/C-I/SC**: for inf. & nec. action. along with copies of TCPs dt. 30/3/2011 & 27/4/2011.
3. Labour Enforcement Officer/ Central Excise Colony/ Sivam Road / Hyderabad -for information.
4. Chief Cashier/SCR/Sec-bad for information. He is requested to advise the remittance particulars of the above Performance Guarantee amount of the contract.


For Chief Admin.Officer/Con/SC

