

## SOUTH CENTRAL RAILWAY

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

No.W.CON.496/A/HYB/5474/WC.3/Vol-I

Dt: 02/12/2011.

M/s. Aaccess Equipments,  
Plot No. B 8 & 9/1, IDA  
Kukatpally, Gandhi Nagar,  
Hyderabad-37.

Sirs,

- Sub: Hyderabad Division: Balance works of Main shed, Electrical Sub Station and Laying of approach track for additional Infrastructure facilities at Diesel Loco shed, Moula ali for Homing 100 WDM2 Locos.  
Tender Notice No: 32 /CAO/C/SC/2011 Dt. 08/9/2011(Item No. 1)  
– Tender opened on 18/10/2011.
- Ref: 1. Your offer submitted on 18/10/2011.  
2. Your letter dt. 11/11/2011.

\*\*\*\*\*

Your original offer submitted on 18/10/2011, for the above tender at a total value of **Rs. 5,55,41,939.07 (Rupees Five crore fifty five lakh forty one thousand nine hundred and thirty nine and paise seven only)** has been accepted as mentioned below:

Sl.No	Description of schedule	Face value in Rs	Percentages accepted	Accepted Value (Rs)
1.	Schedule-A (NS items)	63,28,250.00	(-)14%	54,42,295.00
2.	Schedule-B (USSR-2010)	2,32,12,517.06	(-)14%	1,99,62,764.67
3.	Schedule-C (NS- P.way )	26,89,216.00	At par	26,89,216.00
4.	Schedule-D (USSR-Steel)	2,45,99,060.00	(-) 11%	2,18,93,163.40
5.	Schedule-E (USSR-Cement)	52,90,000.00	(+)5%	55,54,500.00
	Total value	6,21,19,043.06		<b>5,55,41,939.07</b>

**(Rupees Five crore fifty five lakh forty one thousand nine hundred thirty nine and paise seven only.)**

Further, as offered vide your letter at ref-2, following condition has also been accepted:  
If vitiation takes place on account of variations in quantities during execution of work the vitiation amount will be recovered from your on account bills. Comparative statement of rates quoted by various tenderers, who have quoted lower rates than yours in any of schedule is also enclosed for information.( ANNEXURE-II)

Above condition shall form integral part of contract agreement.

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. The contractor shall maintain all other works covered under this contract for a period of 6 (six) calendar 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 Clause no. 47 of the General Conditions of the Contract.

3. Please also note that an amount of **Rs. 27,77,100/- (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 31<sup>st</sup> 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 deposited with the Chief cashier/SCRly/ Secunderabad and money receipt issued by him on this account should be submitted to this office.

5. In addition to the above, an amount of **Rs. Rs. 27,77,100/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs. 4,60,600/-** furnished along with your offer in the form of **DR No. 097056 dt. 18/10/2011 issued by The Lakshmi Vilas Bank /Malkajgiri/ HYB** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 23,16,500/-** will be recovered from your running bills at the rate of 10% till the balance S.D amount is fully recovered..

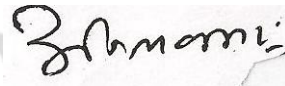
6 Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Govt. Securities detailed above will be payable with interest accrued thereon, if they carry any interest.

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 Clause 12 of the regulations of tenders and Contracts without prejudice to any further right or remedies.

8. You should contact **DY.CE/C-I/SC** for taking up the work at site. Further, you are expected to adhere to the progress of work as per the TIME FRAME/ MILE STONES chart enclosed as Annexure to this acceptance letter. In case you fail, in achieving the first 2 mile – stones, the contract would be liable for termination under clause 62 of the GCC.

9. **Please acknowledge the receipt.**

Yours faithfully,

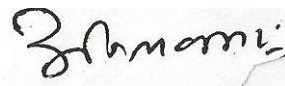


(Anil Kumar)

Chief Engineer/Con-VI/Secunderbad  
for & on behalf of President of India.

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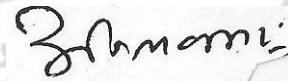
1. **FA & CAO/C/SC** : for information together with a copies of TCP dt.16/11/2011 & 29/11/2011.  
Encl: Two
2. **DY.CE/C-I/SC**: for inf. & nec. action. along with a copies of TCP dt16/11/2011 & 29/11/2011.  
Encl:Two
3. Asst. Labour Commissioner (Central), ATI Campus, Vidyanagar, Hyd, 500 007 -for 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

**ANNEXURE-II****Rates quoted in Tender Notice No: 32 /CAO/C/SC/2011 Dt. 08/9/2011(Item No. 1)**

Name of the Tenderer	Merit Order	Sch. 'A' (NS) %	Sch-'B' (USSR) %	Sch-'C' -NS %	Sch. 'D' (USSR-Steel) %	Sch. 'E' (USSR-Cement) %
M/s. Aaccess Equipments-HYB	L-1	-14	-14	At par	-11	+5%
M/s. Sree mehar lakshmi & Co.,-HYB	L-2	-14	-18	Atpar	-5	+10
M/s.Lendi Associates-Nellore	L-3	-9.3	-3.9	-1.2	-11.1	+12



(Anil Kumar)  
Chief Engineer/Con-VI/ Secunderbad

