

By Speed post with Ack.due

SOUTH CENTRAL RAILWAY



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

No.W.CON.496/A/HYB/5234 /WC.3

Dt: 02/02/2012.

Sri.K. Ajay Kumar Reddy,
6-3-661/1/K/1, 2 & 3,
Flat No. 101, Aditya Pride, Kapadia Lane,
Somajiguda, Hyderabad-82.

Sir,

Sub: Secunderabad division: Secunderabad - Kazipet section. Proposed widening of existing RUB (Br.No.251 A, 1x 9.15x5.00 m RCC box & Br.No.251, 1x6.30 x 4.045 Arch) with additional span of 1x12.00 x 5.56 clear RCC Box by pushing Technique on Kazipet end of existing bridge at Km.194 A/28-30 near Rail Nilayam, in connection with proposed widening of inner ring road. (Deposit work)

Ref: 1)Tender Notice No: 33/CAO/C/SC/2011 Dt. 20-09-2011
(Item No.1) – Tender opened on 28/10/2011.
2) Your letter no.nil dt.30/11/2011.

Your Offer submitted on 28/10/11 for the above subject work at a total value of **Rs. 7,07,10,661.18** (Rupees Seven Crore seven Lakhs ten thousand six hundred and sixty one and paise eighteen only) has been accepted as mentioned below:

SL.No	Schedules	Base value Rs	Accepted Rates	Amount Rs.
1	Schedule 'A'	59025120.00	(-) 15%	50171352.00
2	Schedule 'B'	386810.00	At par	386810.00
3	Schedule 'C'	6033239.58	At par	6033239.58
4	Schedule 'D'	9867440.00	(+) 9%	10755509.60
5	Schedule 'E'	2875000.00	(+) 17%	3363750.00
	TOTAL	78187609.58		7,07,10,661.18

Further, as offered vide your letter dt. 30/11/2011, following condition has also been accepted: In case of any vitiation that may take place on account of quantity variations during execution , the vitiation amount will be recovered from your bills.

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 **9 (Nine)** months (inclusive of the intervening monsoon period). 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. 35,35,540/-** (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. 35,35,540/-** (is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD of **Rs.5,40,940/-** furnished along with your offer in the form of **TDA No: 0263256 dt. 27/10/2011**(Acct.No:862945110002373) issued by **Bank of India/ Kapadia lane/ Somajiguda/ Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 29,94,600/-** 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.

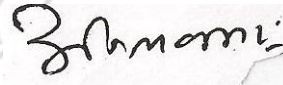
6 Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Govt. Securities detailed above will be payable with interest accrued thereon, if they carry any interest.

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 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.

Please acknowledge the receipt.

Yours faithfully,

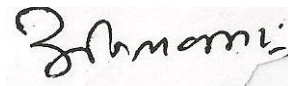


(Anil Kumar)

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

Copy to:

1. **FA & CAO/C/SC:** for information together with a copy of TCP dt. 07-12-2011 & on 16-12-2011. Encl: One.
2. **DY.CE/C-I/SC:** for inf. & nec. action. along with copy of TCP dt. 07-12-2011 & on 16-12-2011. **Further, in case of any vitiation the contractor has agreed for deduction of vitiation amount from his bills.** Encl: One.
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

Annexure**PROGRAMME OF MILESTONE**

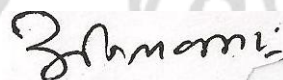
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Tender Notice No: 33/CAO/C/SC/2011 Dt. 20-09-2011(Item No. 1)
– Tender opened on 28/10/2011.

Mile Stone No.	Name of event (mile stone)	To be achieved by
1	Submission of Design of pre cast/ cast in situ box section and drawings for Box, thrust bed, drag sheet arrangements including proof check.	D1+35
2	Earthwork in excavation for thrust bed and casting of thrust bed.	D1+60
3	Pre-casting of RCC Box units 12.00 m x 5.56 m including fixing of fabricated front end frame / cutting shield.	D1+120
4	Jacking of pre-cast boxes to form the opening under running railway traffic.	D1+200
5	Casting in situ RCC Boxes and providing wearing coat & Foot paths etc.	D1+240
6	Misc. works like Retaining walls etc.,	D1+270

Note:

D.1 stands for the date on which Railway hand over the site/drawings as relevant to the contractor.



(Anil Kumar)

Chief Engineer/Con-VI/Secunderbad