

## 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/5322/WC.3/Vol-IV

Dt: 14 /11/2011.

**M/s. VNR Infra structures Ltd.,**  
**#8-2-310/17, Road No:14,**  
**Banjara Hills,**  
**Hyderabad-34.**

Sirs,

Sub: Secunderabad Division – Proposed Extension of washing siding to hold 26 coaches (Two pit lines and three stabling lines) including Earth work, construction of Br.Nos.251 & 251 A (RUB) of 2 x 12.20m PSC Girder/Slabs,two minor Bridges,Track Linking works,connected Electrical works and other miscellaneous works etc. at Secunderabad.

Tender Notice No.02/CAO/C/SC/2011 (Item:1) dated:27/1/2011  
Tender opened on 09/3/2011.

- Ref: 1. Your offer submitted on 09/3/2011.  
2. Your letter No.VNRIL/TEN-SCRLY/11-12/0382 dt. 19/5/2011.  
3. Your letter No.VNRIL/TEN-SCRLY/11-12/1233 dt. 02/9/2011.  
4. Your letter No.VNRIL/TEN-SCRLY/11-12/1386 dt. 19/9/2011  
5. Your letter No.VNRIL/TEN-SCRLY/11-12/1446 dt. 26/9/2011.  
6. Your letter No.VNRIL/TEN-SCRLY/11-12/1716 dt. 01/11/2011.

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Your original offer submitted on 09/3/2011 & validity as extended vide your letters under ref-2, 3, 5 & 6, the above tender at a total value of **Rs. 12,82,71,476.30** (Rupees Twelve crore eighty two lakh seventy one thousand four hundred seventy six and thirty paise only) has been accepted by Competent Authority as mentioned below:

Sl.No	Description of schedule	Face value in Rs	Percentages accepted	Accepted Value (Rs)
1.	Schedule-A (NS-Br)	6,51,63,197.00	(-)13.41%	5,64,24,812.28
2.	Schedule-B (NS-P.way)	34,30,864.00	(-)14.81%	29,22,753.04
3.	Schedule-C (SSR-Br)	32,63,176.10	(-) 18.15%	26,70,909.64
4.	Schedule-D (NS-Steel)	3,07,78,500.00	(+)5.17%	3,23,69,748.45
5.	Schedule-E SSR-Cement)	1,42,70,892.00	(+)43.24%	2,04,41,625.70
6	Schedule-F (NS-OHE)	27,00,382.00	(-)28.47%	19,31,583.24
7	Schedule-G-1 (NS-Genl Elec)	1,53,59,844.00	(-)28.47%	1,09,86,896.41
8	Schedule-G-2 (Elec. Stores Supply)	7,31,368.00	(-)28.47%	5,23,147.53
	Total value	13,56,98,223.10		<b>12,82,71,476.30</b>
<b>(Rupees Twelve crore eighty two lakh seventy one thousand four hundred seventy six and thirty paise only.)</b>				

**Further, as offered vide your letter ref-4, following condition has also been accepted by the Competent Authority:**

**If vitiation takes place on account of variations in quantities during execution of work with respect to L3, the same shall be recovered from your on account 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 **12 (Twelve)** 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. 64,13,600/- (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/SC/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/SC/Sec'bad 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. 64,13,600/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs. 8,28,500/-** furnished along with your offer in the form of **TDA No; 0887937 dt.07/3/2011 issued by SBI, Overseas Branch, 5-9-3000, Near Suryalok Complex, Hyderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 55,85,100/-** will be recovered from your running bills at the rate of 10% till the balance S.D amount is fully recovered..

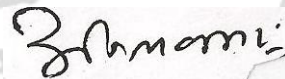
6 Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Govt. Securities detailed above will be payable with interest accrued thereon, if they carry any interest.

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,

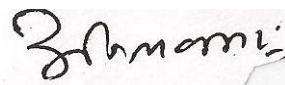


(Anil Kumar)

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

Copy to:

1. **FA & CAO/C/SC** : for information together with a copy TCP dt12/10/2011. Encl:One  
One more copy of LOA along with list of unsuccessful tenderers is herewith enclosed. The same may be handed over to suspense section for releasing the EMD amount to unsuccessful tenderers. Encl: As above.
2. **DY.CE/C-I/SC**: for inf. & nec. action. along with a copy TCP dt12/10/2011.Encl:One
3. **DY.CEE/Wks/SC**: for inf. & nec. action. along with a copy TCP dt12/10/2011.Encl:One
4. Asst. Labour Commissioner (Central), ATI Campus, Vidyanagar, Hyd, 500 007 -for information.
5. 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

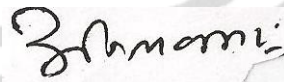
**ANNEXURE**

Contractor shall adhere to the following time frame:

Sl.No.	Name of event (mile stone)	Schedule
1	Submission of detailed designs, Mobilization of labour, material and preparatory works.	D1 + 50 days
2	Construction of Retaining wall etc.	D1 + 90 days
3	Earthwork in formation for embankment	D1 + 90 days
4	Construction of Road Under Bridges.	D1 + 270 days
5	Construction of Minor Bridges ( 2 Nos)	D1 + 120 days
6	Construction of Pit Lines, cat walk including drain.	D1 + 300 days
7	.Transportation of P.Way material & Supply of Ballast.	D1 + 180 days
8	Linking of B.G. Track	D1 + 330 days
9	Miscellaneous works like dismantling & re construction of exg. Offices, compound wall & Height gauges etc,	D1 + 365 days
10	Electrical works	D1 + 330 days

Completion period=365 days ( 12 Months )

D1 stands for the date on which railway has given the site /drawings as relevant.



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