

By Speed post with Ack.due

SOUTH CENTRAL RAILWAY



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

W.Con.496/A/HYB/ 5491/WC.3

Dt:02 /02/2012.

Sri.Y. Murali Krishna Rao,
H.No; 10-2-413/004,
Francis Apartments,
St. No:2, West Marredpally,
Secunderabad-500026.

Sir,

Sub: Secunderabad division. Secunderabad - Kazipet Section. Proposed construction of "Road Over Bridge" as 1x39.00 m clear span composite girders at KM.261/18-20 in lieu of existing level crossing No.37 at KM.262/4-6 between Wangapalli and Aler Stations for two lane carriage way .

- Ref: 1) Tender Notice No : 42 /CAO/C/SC/2011 Dt. 23 - 11 -2011
(Item No. 1) – Tender opened on 30/12/2011.
2) Your letter No. nil dt. 13/01/2012.

Your Offer submitted on 30/12/2011 for the above subject work at a total value of **Rs. 3,79,09,295.79** (Rupees Three Crore seventy nine Lakhs nine thousand two hundred and ninety five and paise seventy nine only) has been accepted as mentioned below:

SL.No	Schedules	Base value Rs	Accepted Rates	Amount Rs.
1	Schedule 'A'	397759.00	(+) 6%	421624.54
2	Schedule 'B'	3395114.58	(+) 32%	4481551.25
3	Schedule 'C'	4517640.00	At par	4517640.00
4	Schedule 'D'	13272000.00	(+) 14%	15130080.00
5	Schedule 'E'	10200000.00	(+) 15%	11730000.00
6	Schedule 'F'	1380000.00	(+) 18%	1628400.00
	TOTAL	3,31,62,513.58		3,79,09,295.79

Further, as offered vide your letter ref-2, following condition has also been accepted:

If any vitiation takes place on account of variation in quantities during execution of work, the amount of vitiation will be to your account. Hence, 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. 18,95,500/-** (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. 18,95,500/-** (is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD of **Rs.3,16,000/-** furnished along with your offer in the form of **FDR No: 32109226338 dt.28/12/2011** issued by **State Bank of India / 12-5-35/B/2, Lallaguda, Secunderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 15,79,500/-** 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.

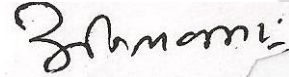
6 Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Govt. Securities detailed above will be payable with interest accrued thereon, if they carry any interest.

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,



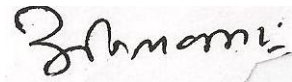
(Anil Kumar)

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. 17/01/2012. Encl: One.
2. **DY.CE/C-I/SC:** for inf. & nec. action. along with copy of TCP dt.17/01/2012. 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

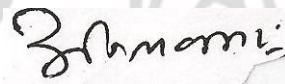
Annexure**PROGRAMME OF MILESTONE**

Sub: Secunderabad division. Secunderabad - Kazipet Section. Proposed construction of "Road Over Bridge" as 1x39.00 m clear span composite girders at KM.261/18-20 in lieu of existing level crossing No.37 at KM.262/4-6 between Wangapalli and Aler Stations for two lane carriage way .

Ref: Tender Notice No : 42 /CAO/C/SC/2011 Dt. 23 - 11 -2011 (Item No. 1) –
Tender opened on 30/12/2011.

Mile Stone No.	Name of event (mile stone)	Schedule
1	Completion of foundation up to ground level for piers .	D+60
2	Raising of columns, including casting of bed blocks of all the piers	D+120
3	Fabrication of steel girder	D+180
4	Assembling at site, Launching of steel girders and making ready for casting of RCC slab	D+210
5	Casting of RCC slab	D+240
6	Laying wearing coat, footpath slabs crash barriers, hand railing etc., and other misc., works and carryout load testing.	D+270

D=Date of acceptance letter.



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