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SOUTH CENTRAL RAILWAY



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

No.W.CON.496/A/KZJ/5458/WC.3/Vol-I
M/s. Millennium Constructions,
Plot No:48, Vayupuri, Sainikpuri P.O,
Secunderabad-94.

Dt: 24/02/2012.

Sirs,

Sub: Proposed Construction of Road over Bridge at Existing Level crossing No.61 at Km.239/26-28 as 1 x 34.50m c/c with Open foundation and Superstructure with Composite girders (ie., Steel 'I' Girders with RCC deck slab) between Rechani road and Bellampalli stations of Secunderabad division.

Ref: Tender Notice no : 38 /CAO/C/SC/2011 Dt. 24/10/2011.
(Item No. 7) – Tender opened on 30/11/2011.

Your original offer submitted on 30/11/2011 for the above subject work at a total value of **Rs. 2,52,41,625.46** (Rupees Two crore fifty two lakh forty one thousand six hundred and twenty five and paise forty six only) has been accepted as mentioned below:

Sl.No	Description of schedule	Face value in Rs	Percentages accepted	Accepted Value (Rs)
1.	Schedule-A Part-I	24575.00	At par	24,575.00
2.	Schedule-A Part-II	1639949.00	At par	16,39,949.00
3.	Schedule-B (USSR-2010)	2128654.69	(+)27%	27,03,391.46
4.	Schedule-C	11080000.00	(+)10%	1,21,88,000.00
5.	Schedule-D	6375000.00	(+)9	69,48,750.00
6	Schedule-E	1472000.00	(+)18%	17,36,960.00
	Total value	22720178.69		2,52,41,625.46
(Rupees Two crore fifty two lakh forty one thousand six hundred and twenty five and paise forty six only.)				

2. Please note that all the works included in this contract shall be completed within the period of **10 (Ten)** 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.12,62,100/- (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 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 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. 12,62,100/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs. 2,64,000/-** furnished along with your offer in the form of **FDR NO: 017643 dt. 29/11/11** issued by **Allahabad Bank/ Industrial Finance Br/ Secunderabad** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 9,98,100/-** will be recovered from your running bills at the rate of 10% till the balance S.D amount is fully recovered.

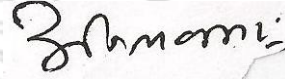
6 Please note that no interest will be payable on the Security Deposit/Performance Guarantee. But the Govt. Securities detailed above will be payable with interest accrued thereon, if they carry any interest.

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/KZJ** 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,

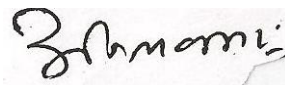


(Anil Kumar)

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 dt.08/2/2012 & 22/2/2012.
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/KZJ**: for inf. & nec. action. along with a copy TCP dt. dt.08/2/2012 & 22/2/2012 .
For any variation of quantities under schedule-B, Sanction of CE/C-VI/SC shall be obtained prior to execution.
Encl: One
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.



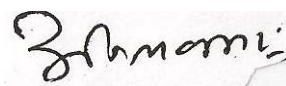
For Chief Admin.Officer/Con/SC

ANNEXURE**PROGRAMME OF MILESTONE**

Proposed Construction of Road over Bridge at Existing Level crossing No.61 at Km.239/26-28 as 1 x 34.50m c/c with Open foundation and Superstructure with Composite girders (ie., Steel 'I' Girders with RCC deck slab) between Rechni road and Bellampalli stations of Secunderabad division.

Sl. No	Mile Stone No.	Name of event (mile stone)	Schedule
1	I	Conducting soil exploration and designing of Open foundations, Columns, and Tie beams, launching scheme etc., including Proof checking and approval by Railways. Mobilizations of plant for concreting etc., procurement of cement, reinforcement steel etc., including submission of design mix for RCC M-35.	D1+45
2	II	Excavation for open foundations and laying CC 1:3:6 for levelling course etc	D1+60
3	III	RCC M-35 open foundations including footings and pedestals up to ground level	D1+105
4	IV	RCC M-35 for columns above ground level including tie beams	D1+135
5	V	RCC M-35 for bed blocks	D1+180
6	VI	Procurement of Elastomeric bearings, structural steel members and Reinforcement steel for composite girder superstructure and fabrication of composite girders	D1+180
7	VII	Erection of steel girders over bearings	D1+225
8	VIII	Casting of deck slab for composite girder structure including kerbs, crash barriers and wearing coat..	D1+280
9	IX	Conducting load test for composite girder	D1+290
10	X	Misc. finishing works viz., parapet panel, Drainage spouts, strip seal type expansion joints, provision of guard rails, brightening works etc.	D1+300

Note: "D1 stands for the date on which Railway has given the site/drawings as relevant.



(Anil Kumar)

Chief Engineer/Con-VI/ Secunderbad

