

Firm's copy 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/5416/WC.3/Vol-I

Dt: 04/7/2012.

**Sri.K.Charan Suresh,
12-13-186, St.No: 2,
Tarnaka,
Secunderabad**

Sirs,

Sub: Hyderabad Division- Secunderabad- IRISSET - Proposed Construction of Electrical, Signal & Telecommunication laboratory (Ground, first & Second floor) building including provision for Augmentation of E-learning centre.

Tender Notice No: 13 /CAO/C/SC/2012 Dt.04 -04 -2012 (Item No.6)
– Tender opened on 10/5/2012.

Ref: 1.Your offer submitted on 10/5/2012.
2. Your negotiated offer submitted on 19/6/2012.

Your Negotiated offer submitted on 19/6/2012, for the above tender at a total value of **Rs. 4,69,82,897.37 (Rupees Four crore sixty nine lakh eighty two thousand eight hundred and ninety seven and paise thirty 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)	2365520.00	At par	23,65,520.00
2.	Schedule-B (USSR-2010)	23572409.98	(+) 18%	2,78,15,443.77
3.	Schedule-C (USSR-Cement)	4393000.00	(+) 18%	51,83,740.00
4.	Schedule-D (USSR-Steel)	9930080.00	(+) 17%	1,16,18,193.60
	Total value	4,02,61,009.98		4,69,82,897.37

Note:

**Further, as offered vide your letter at ref-2, following condition has also been accepted:
In case of vitiation, the amount of vitiation will be deducted from the Contractor's bills.**

2. Please note that all the works included in this contract shall be completed within the period of **15 (Fifteen)** 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. 23,49,150/- (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. 23,49,150/-** is payable towards full security deposit for the due and faithful fulfillment of this work. The EMD of **Rs.3,51,305/-** furnished along with your offer in the form of **DR No. 766091018670 dt.09/5/2012** issued by **ING Vysya Bank / Habsiguda Branch / HYB** is adjusted towards part security deposit and the balance Security Deposit amount of **Rs. 19,97,845 /-** 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 Clause12 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,

-Sd-

(Vijay Sharma)

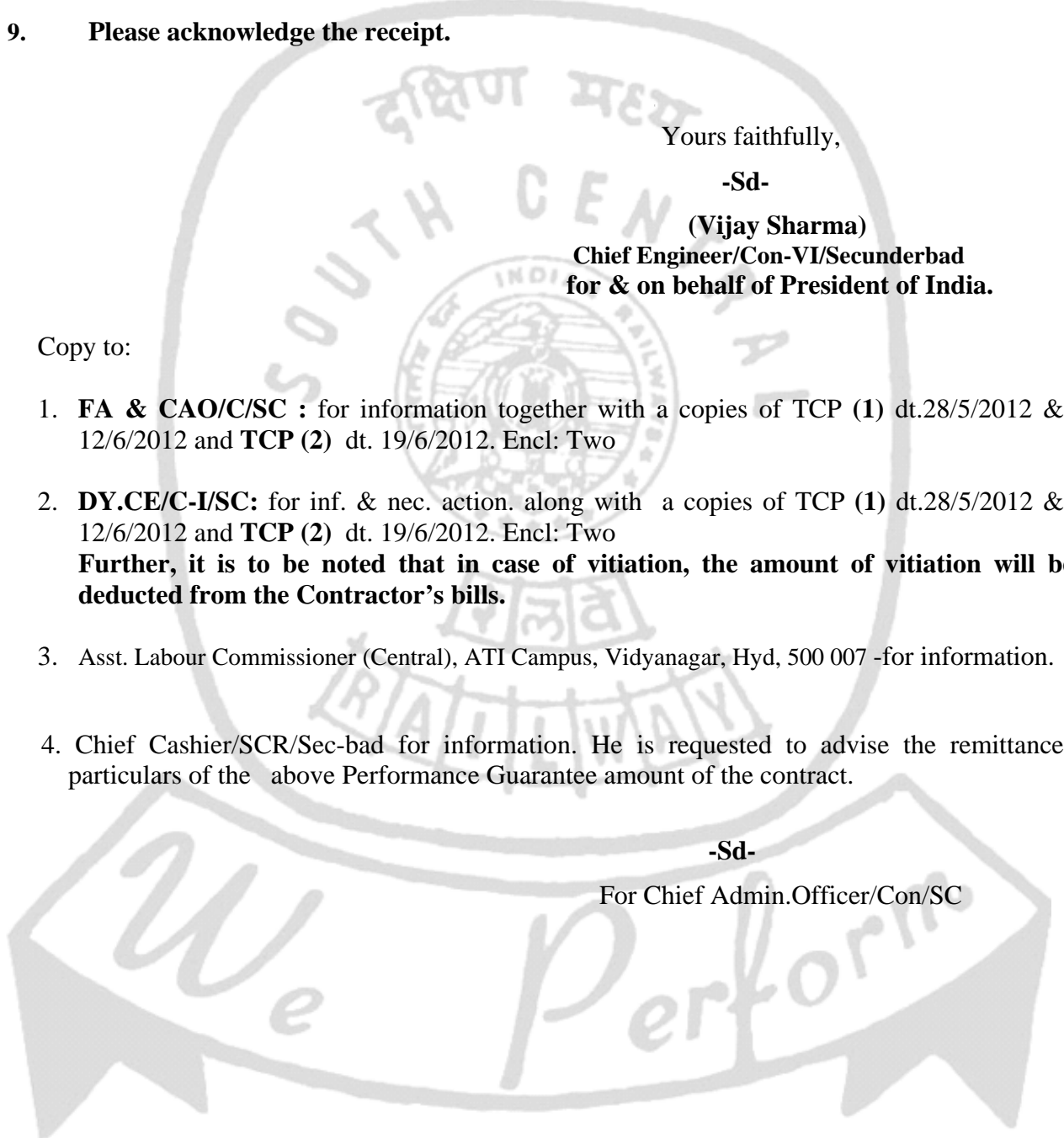
**Chief Engineer/Con-VI/Secunderbad
for & on behalf of President of India.**

Copy to:

1. **FA & CAO/C/SC** : for information together with a copies of TCP (1) dt.28/5/2012 & 12/6/2012 and **TCP (2)** dt. 19/6/2012. Encl: Two
2. **DY.CE/C-I/SC**: for inf. & nec. action. along with a copies of TCP (1) dt.28/5/2012 & 12/6/2012 and **TCP (2)** dt. 19/6/2012. Encl: Two
Further, it is to be noted that in case of vitiation, the amount of vitiation will be deducted from the Contractor's bills.
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.

-Sd-

For Chief Admin.Officer/Con/SC



ANNEXURE**PROGRAMME OF MILESTONE**

Sl.No.	Name of event (mile stone)	Schedule
	Elec. S & T Laboratory and E – Learning centre.	
1	Submission of design & drawings including proof check	D1 + 60days
2	Foundation up to Plinth	D1 + 120days
3	Ground floor slab	D1 + 165days
4	First floor Columns & slab.	D1 + 210days
5	Columns & Slab in second floor.	D1 + 240days
6	Brick work & Plastering.	D1 + 275days
7	Other civil works in GF.	D1 + 300days
8	Other Civil works in FF.	D1 + 365days
9	Other Civil works in SF.	D1 + 425days
10	Misc.works.	D1 + 455days

Note:

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

-Sd-

(Vijay Sharma)
Chief Engineer/Con-VI/Secunderbad

