

BY SPEED.POST with Ack. Due

SOUTH CENTRAL RAILWAY



Headquarters Office,
Works (Constn.) Branch,
Secunderabad -500 071.

No. W.Con.496/A/MRB-MBNR/5541 (WC.3)/Vol.II

Dated:13-08-2012.

Sri C.Ayyapu Reddy,
Sangala Village,
Gadwal Mandal,
Mahabubnagar District.

Sir,

Sub: Construction of new BG line between Munirabad and Mahabubnagar-
Proposed Construction of COP's, FOB's at Devarakadra & Marikal
stations including Raising of RL platform at Devarakadra station,
Construction of Height Gauges for RUB's between Devarakadra and
Marikal stations construction of officers rest house(two suits) and
constuction of temporary site office for DY CE/XEN/AXEN office and
field offices at Mahaboobnagar..

Ref: Tender Notice No.15/CAO/C/SC/2012 dated 20-4-12 (Item No.3)

###

Your offer for the above work submitted by you on 31-05-2012 has been accepted for
a total value of **Rs.4,02,94,317.77 (Rupees four crores two lakhs ninety four thousand
three hundred and seventeen and paise seventy seven only)** as indicated below :

Sl. No.	Schedule / Description	Face Value Rs.	Percentage Rate Accepted	Amount Rs.
1	Schedule 'A'	1,66,005.00	At par	1,66,005.00
2	Schedule 'B'	8,92,550.00	(-)27% (Below twenty seven percent only)	6,51,561.50
3	Schedule 'C'	1,59,48,137.41	(-)9% (Below nine percent only)	1,45,12,805.04
4	Schedule 'D'	2,16,74,475.00	(-)6.90% (Below six point nine zero percent only)	2,01,78,936.23
5	Schedule 'E'	39,33,000.00	(-)3% (Below three percent only)	38,15,010.00
6	Schedule 'F'	10,00,000.00	(-)3% (Below three percent only)	9,70,000.00
		4,63,78,735.00	TOTAL	4,02,94,317.77

(Rupees four crores two lakhs ninety four thousand three hundred and seventeen and paise seventy seven only)

2. Please note that all the works covered by this contract shall be completed in all respects within a period of 06 (six) months from the date of issue of this letter of acceptance including intervening monsoon period. The contractor would be expected to adhere to the progress of work as per accepted mile stone chart enclosed as Annexure-I. In case he fail in achieving the first 2 mile stones, the contract would be liable for termination under clause 62 of General Conditions of Contracts.

3. All the works shall be maintained by the contractor 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-47 of the General Conditions of contract.

4. Please also note that an amount of **Rs.20,14,720/- (Rupees twenty lakhs fourteen thousand seven hundred and twenty only)** (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, ie., 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.

5. If you are interested to furnish the Performance Guarantee as called for in para No.4 above in cash the same shall be lodged with the Chief Cashier/S.C.Railway/Secunderabad 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.

6. In addition to the above, an amount of **Rs.20,14,720/- (Rupees twenty lakhs fourteen thousand seven hundred and twenty only)** is payable towards **Full Security Deposit** for the due and faithful fulfillment of this work. Out of the said amount, the Earnest Money Deposit of **Rs.3,70,000/-** furnished along with your offer in the form of TDR A/c No.62232027198 dt.28-05-2012 issued by State Bank of Hyderabad, Gadwal adjusted towards part security deposit and the balance security deposit amount of **Rs.16,44,720/- (Rupees sixteen lakhs forty four thousand seven hundred and twenty only)** will be recovered from your running bills at the rate of 10% till the balance security deposit amount is fully recovered.

7. No interest will be payable on the Security Deposit/Performance Guarantee. But the Government securities will be payable with interest accrued thereon, if they carry any interest.

8. It may please be noted that until a formal agreement is executed, the acceptance letter itself 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 advise from this office that such documents are ready failing which, action will be taken as per Clause.12 of the Regulations for Tender and Contracts of South Central Railway without Prejudice to any further right or remedies.

9. Please acknowledge the receipt of this letter.

Yours faithfully,

-Sd-

(S.P.SAHU)

Chief Engineer/Con-I

South Central Railway/ Secunderabad.

for & On behalf of The President of Union of India

C/- FA & CAO/CON/SC for information (Encl: One accepted TCP).

C/- DY.CE/C/RC for information and necessary action. It is advised that quoted rates of L1 tenderer i.e.Sri C.Ayyapu Reddy, Gadwal are not the lowest for Schedule – A, B & F. In the event of variation in theses schedules, execution shall carefully check the vitiation aspect and take necessary care to avoid vitiation. This shall be stipulated on top sheet of the Agreement. (Encl: One accepted TCP)

C/- Chief Cashier (Pay) S C. Railway, Secunderabad for information and necessary action. He will please advise the receipt particulars of the above Performance Guarantee amount as and when remitted by the contractor if any.

C/- The Labour Enforcement Officer/Central/ Hyderabad for information.

-Sd-

for Chief Admn. Officer/Con/SC.

Annexure - I

Name of Work:- Construction of new BG line between Munirabad and Mahabubnagar- Proposed Construction of COP's, FOB's at Devarakadra & Marikal stations including Raising of RL platform at Devarakadra station, Construction of Height Gauges for RUB's between Devarakadra and Marikal stations construction of officers rest house(two suits) and construction of temporary site office for DY CE/XEN/AXEN office and field offices at Mahaboobnagar.

Tenderer shall adhere to the following time frame.

S.NO.	Name of event (mile stone)	Schedule
1	Mobilization and Excavation of Foundation for COP's, FOB's, Height Gauges, buildings, etc.	D1+40
2	Fabrication of Steel work, Fixing of doors and windows. Providing and fixing Truss and Roof for office, laying of RCC slab for officers, Rest house.	D1+100
3	Erection of steel work, Providing flooring, Watering and Drainage arrangements.	D1+130
4	Providing sheeting arrangements, finishing walls for building works.	D1+160
5	Other miscellaneous works.	D1+180

D1 stands for the date on which Railway has given the site.