

BY SPEED.POST with Ack. Due

SOUTH CENTRAL RAILWAY



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

No. W.Con.496/A/MBNR-MRB/5542 (WC.3)

Dated :24-07-2012.

Sri V.NARASIMHA,
7-15/1, J.S.Nagar, Road No.8,
Habsiguda, Hyderabad.

Sir,

Sub: Construction of new BG line between Devarakadra and Krishna -
Construction of Retaining walls, CC roads at RUB's and approaches,
Drains cum wall at RUB's, Side drains in cutting and Station yards,
Earthwork in formation / cutting and Execution of misc. works from Ch.
52000m to Ch.66500m between Proposed Marikal (Excl. Yard) and
Devarakadra (Incl. Yard) Stations. (Misc. II).

Ref: Tender Notice No.15/CAO/C/SC/2012 dated 20-04-12 (Item No.4)

###

Your offer for the above work submitted by you on 31.5.2012 has been accepted for a total value of **Rs.5,82,76,556.65 Ps. (Rupees five Crores, eighty two lakhs, seventy six thousands, five hundred and fifty six and paise sixty five only)** as indicated below :

Sl. No.	Schedule / Description	Face Value Rs.	Percentage Rate Accepted	Amount Rs.
1	Schedule 'A'	69,80,095.00	(-) 36% (Thirty six percent below)	44,67,260.80
2	Schedule 'B'	3,85,14,647.10	(-) 26% (Twenty six percent below)	2,85,00,838.85
3	Schedule 'C'	2,60,727.00	At par	2,60,727.00
4	Schedule 'D'	2,28,39,000.00	(+)7% (Seven percent above)	2,44,37,730.00
5	Schedule 'E'	10,00,000.00	(-) 39% (Thirty nine percent below)	6,10,000.00
		4,49,31,026.72	TOTAL	5,82,76,556.65

(Rupees five Crores, eighty two lakhs, seventy six thousands, five hundred and fifty six and paise sixty five only)

2. Please note that all the works covered by this contract shall be completed in all respects within a period of 04 (four) 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.29,13,850/- (Rupees twenty nine lakhs thirteen thousand eight hundred and fifty 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.29,13,850/- (Rupees twenty nine lakhs thirteen thousand eight hundred and fifty 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.4,98,000/-** furnished along with your offer in the forms of TDR A/c No.62232088232 dt.28-05-2012 for Rs.2,92,583/- and (ii) TDR A/c No.62087734983 Dt.18-06-2012 for Rs.1,00,000/- lakh issued by SBH, Punjagutta, Hyderabad adjusted towards part security deposit and the balance security deposit amount of **Rs. 24,15,850/- (Rupees twenty four lakhs fifteen thousand eight hundred and fifty 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: Accepted TCP).

C/- DY.CE/C/RC for information and necessary action. It is advised that no variation shall be allowed in respect of item No.5 of Schedule-A & item No.14 of Schedule-B. While considering any variation in respect of Schedule-D, vitiation aspect shall be critically examined as rates quoted by L1 tenderer for Schedule-D are not the lowest. (Encl: 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 Devarakadra and Krishna - Construction of Retaining walls, CC roads at RUB's and approaches, Drains cum wall at RUB's, Side drains in cutting and Station yards, Earthwork in formation / cutting and Execution of misc. works from Ch. 52000m to Ch.66500m between Proposed Marikal (Excl. Yard) and Devarakadra (Incl. Yard) Stations. (Misc. II).

Tenderer shall adhere to the following time frame.

S.NO.	Name of event (mile stone)	Schedule
1	Mobilization of men and material.	D1+10
2	Construction of retaining walls.	D1+80
3	CC roads at RUB's and approaches.	D1+90
4	Side drains in cutting and in station yard.	D1+110
5	Other miscellaneous works.	D1+120

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