

दक्षिण मध्य रेलवे South Central Railway



उपमुख्य जीनियर/निर्माण/III/सिकंदराबाद

का कार्यालय Office of the

Dy.Chief Engineer/Constn/III
Secunderabad.

No.DY/CE/C/III/SC/W/Cont/BR.77A

DT 07.6.2012

M/s.Afsar riaz construction Corporation,,
H.No.12.5.65/1, Flat No.316,
Harsha Seturam unique
Vijayapuri, Tarnaka,
Secunderabad.

Sub:-Construction of new BG line between Bidar--Gulbarga - Construction of Bridge No. 77A (Steel Bridge for pedestrain passage purpose across cutting) at CH :48976m between Kalluru Road and Hallikhed 'K' stations.

Ref:-Tender Notice No.05/CAO/C/SC/2012 DT.02.02.2012(Item -4)

Your negotiated offer for the above work submitted by you on 04.6.2012 has been accepted for a total value of **Rs.56,25,133.32 (Rupees fifty six lakhs twenty five thousand one hundred and thirty three and paise thirty two only.**

Sl No	Schedule /Description	Face value Rs.	Percentage Rate accepted	Amount Rs.
1.	Schedule – A	1,25,290.00	At par	1,25,290.00
2.	Schedule – B	5,48,643.06	At Par	5,48,643.06
3.	Schedule- C	2,02,400.00	(+)9% (Above Nine percentage only)	2,20,616.00
4.	Schedule-D	46,83,746.80	(+)1% (Above percentage only)	47,30,584.26
	Total	55,60,079.86		56,25,133.32
(Rupees fifty six lakhs twenty five thousand one hundred and thirty three only.				

2. Please note that all the works covered by this contract shall be completed in all respects within a period of Four (4) 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 the 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 works should be maintained by the contractor for a period of 6(Six) 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 the clause No.47 of the General Conditions of the Contract.

4. Please also note that an amount of **Rs.2,81,257/- (Rupees two lakhs eighty one thousand two hundred and fifty seven only)** (ie ., 5% of contract value)is payable towards **Performance Guarantee** for the due and Faithfull 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 which ever is less or Fixed Deposit Receipt drawn in Favour of FA & CAO/C/S.C.Rly/Secunderabad.

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 receipts 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.2,81,257/- (Rupees two lakhs eighty one thousand two hundred and fifty seven 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.1,11,210/- furnished along with your offer in the form of FDR No. 402300 dt.13.3.2012 issued by the Lakshmi Vilas Bank/Malkajgiri, Hyderabad. Adjusted towards part security deposit and the balance security deposit amount of Rs.1,70,047/- (Rupees one lakh seventy thousand and forty seven 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.

Yours faithfully,

-Sd-

(G.V.V.S.RAJU)

Deputy Chief Engineer/Con/III

South Central Railway/Secunderebad

For & on behalf of The president of Union of India

Copy to :- Sr.AFA/C/IV/SC for information (Encl: one accepted TCP).

Copy to:- XEN/C/BIDR for information & necessary action.

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

Copy to:- The labour Enforcement Officer/LIG-112, Shanthi Nagar, M.S.K.Mills Road, Gulbarga- 585 103

-Sd-

DY/CE/C/III/SC