

**SOUTH CENTRAL RAILWAY**

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

No.W.CON.496/AC/JN/5482/WC.3

Dated: 15/02/2012.

**M/s. OM Sai Multicore Services,  
No.101, Om Sai Emerald Apts.,  
H.No.12-5-35/C/6/1, Vijayapuri,  
Tarnaka, Hyderabad -500 017.**

Sirs,

**Sub:** Secunderabad Division: Construction of new B.G.Line between Jagityal and Nizamabad stations - Construction of miscellaneous/Protective works like road approaches for RUBs, Protective works for waterway bridges, retaining wall and pipe line works from Ch.83600 m to 134000m between Jagityal - Mortad stations.

T.No.37/CAO/C/SC/2011, dt.10.10.2011 (Item No.1)

Tenders opened on 17-11-2011.

**Ref:** Your offer submitted on 17.11.2011.

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Your offer submitted on 17.11.11 for the above subject work at a total value of **Rs.4,27,57,234.86ps (Rs.FOUR CRORES TWENTY SEVEN LAKHS FIFTY SEVEN THOUSAND TWO HUNDRED THIRTY FOUR AND PAISE EIGHTY SIX only)** has been accepted by the competent authority as mentioned below:

SL.No	Schedules	Base value Rs.	Accepted Rates	Amount Rs.
1	Schedule'A' (USSR 2010 )	2,11,34,484.70	(-) 23%	1,62,73,553.22
2	Schedule'B' (USSR 2010 )	1,05,80,000.00	(+) 18%	1,24,84,400.00
3	Schedule'C' (USSR 2010 )	3,04,560.00	(+) 9%	3,31,970.40
4	Schedule'D' (NS & Pipe line items)	1,73,92,612.00	(-) 23%	1,33,92,311.24
5	Schedule'E' (USSR 2010 LS)	5,00,000.00	(-) 45%	2,75,000.00
	<b>TOTAL</b>	<b>4,99,11,656.70</b>		<b>4,27,57,234.86</b>

2. Please note that all the works included in this contract shall be completed within the period of **6 (Six)** months (inclusive of the intervening monsoon period) from the date of issue of this acceptance letter as per the TIME FRAME/ MILE STONES chart stipulated in the tender document, which is agreed/signed by you. Further, you are expected to adhere to the progress of work as per the above mentioned TIME FRAME/ MILE STONES chart (copy enclosed). In case you fail, in achieving the first 2 mile – stones, the contract would be liable for termination under clause 62 of the GCC.

3. Please also note that an amount of **Rs. 21,37,870/-** (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 31<sup>st</sup> 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. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

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 lodged with the chief cashier/SCRly/sec;bad 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.

5. In addition to the above, an amount of Rs. 21,37,870/- is also payable towards full Security Deposit for the due and faithful fulfillment of the work. The EMD of Rs. 4,00,000/- furnished along with your offer in the form of FDR A/c No.50085397175 dt.16.11.2011 issued by Allahabad Bank, Industrial Finance Branch, Sec'bad is adjusted towards part security deposit and the balance Security Deposit amount of Rs.17,37,870/- will be recovered from your running bills at the rate of 10 % till the balance S.D amount is fully recovered. The security deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on an 'Unconditional and Unequivocal No Claim Certificate' submitted by you.

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.

Encl: One

**Please acknowledge the receipt.**

Yours faithfully,



(A. Achuta Rao),  
Deputy Chief Engineer/C/Genl-I/SC  
for & behalf of President of India

Copy to:

1. FA & CAO/C/SC for inf. along with copies of TCP's dt.01.02.12 & 14.02.12 and spare copy of LOA to hand over the same in suspense section to facilitate releasing of EMD's of the unsuccessful tenderers as per list enclosed. DA.Three.
2. DY.CE/C/NZB for inf. & nec.action along with copies of TCP's dt.01.02.12 & 14.02.12. **He should ensure that the execution of quantities of Earthwork items should be restricted upto Agreement Provision only (i.e No Positive variation on Earthwork items) D.A.Two.**
3. Labour Enforcement Officer/Central Excise colony, Sivam Road/Hyderabad-for information.
4. SSE/Computers for inf. and to upload the same onto internet.
5. File No.W.CON.148/AC/JN/ /W.C.3.



for Chief Admin. Officer/Con/SC.



**TIME FRAME/ MILE STONES CHART**

**Name of Work:** Secunderabad Division: Construction of new B.G.Line between Jagityal and Nizamabad stations - Construction of miscellaneous/Protective works like road approaches for RUBs, Protective works for waterway bridges, retaining wall and pipe line works from Ch.83600 m to 134000m between Jagityal - Mortad stations.

T.No.37/CAO/C/SC/2011,dt.10.10.2011(Item.No.1)

**Tenders opened on 17-11-2011.**

Sl.No.	Name of event (mile stone)	Schedule
1	Mobilisation of Plant & machinery, procurement of cement, reinforcement steel including submission of mix design, Test reports etc.,	D1 + 30 days
2	Road approaches and Protective works for RUBs.	D1 + 90 days
3	Protective works for Waterway Bridges	D1 + 120 days
4	Retaining wall	D1 + 140 days
5	Earthwork in filling in embankment, bridge gaps, trolley refuges, rain cuts and other miscellaneous works	D1 + 160 days
6	Permanent diversion of water pipe line works at Bridge No. 715'A' (ROB)	D1 + 180 days

'D' stands for the date on which railway has given the site/drawings as relevant.

  
**(A. Achuta Rao),**  
**Deputy Chief Engineer/C/Genl-I/SC**  
**for & behalf of President of India**

