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Admst TDS *[Signature]* 5/2/20

DEPARTMENT

DELHI DIVISION-
MECHANICAL
DRM office, State
Entry Road
New Delhi, 110055
Delhi, India

Letter No: DELHI DIVISION-MECHANICAL /
197-S175-Hiring-Vehicle / 1379020013906

Dated:
18/01/2020

M/s ARAMISH INDIA PRIVATE
LIMITED-NEW DELHI
PLOT NO 185 FIE. PATPARGANJ
INDUSTRIAL AREA
NEW DELHI- 110092
Delhi, India

Sub: Letter Of Acceptance

- Ref:**
1. Tender No. 197-S175-Hiring-Vehicle closing date 26-12-2019 12:00 for Hiring of Multi-utility Vehicle i.e. TATA XENON / ISUZU D-max or equivalent/Higher version at Wagon Care Centre, Tughlakabad for Two years
 2. Your bid ID 10701246 dated 26/12/2019 11:58

The Competent Authority has accepted your offered rates in connection with the subject work. The total cost of the work at the accepted rates works out to Rs. 1818298.86 (Rupees Eighteen Lakh Eighteen Thousand Two Hundred And Ninety-Eight Rupees And Eighty-Six Paise Only)

A sum of Rs.0 deposited as Earnest Money vide IREPS reference ID NA has been retained towards initial Security Money for due and faithful fulfillment of the contract, and the balance Security Money will be recovered from the progressive bills @ 10 % of the bill amount till it reaches 5 % of the contract value in terms of clause Clause 16.(1) of Standard GCC of Works, September- 2019.

You are requested to submit Performance Guarantee in the form as given in Clause Clause 16.(4) of Standard GCC of Works, September- 2019 equivalent to 5% of the contract value amounting to Rs. 90914.94 (Rupees Ninety Thousand Nine Hundred And Fourteen Rupees And Ninety-Four Paise Only) within 21 days from the date of issue of Letter of Acceptance, valid up to stipulated date of completion plus 60 days so that contract agreement can be executed. Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60

(Sixty) days from the date of issue of L.O.A. upto the date given as provided in Clause 16 (iv) of IR Standard GCC of Works dated 26th September, 2019.

The entire work shall be completed within 24 month from the date of issue of Letter of Acceptance. However with the approval of competent Railway authority, the starting date of work may be changed due to the provision of preparatory work as per tender condition. Hence, completion period may also be changed accordingly.

Agreement: The agreement shall be executed between your firm and the Railway Administration on Stamp paper of Rs. 100/-. The firm shall arrange 01 stamp paper of Rs.100/- and 02 Passport size photo of the contractor signing the agreement. Name and designation/Post along with contact Number, email ID etc. should also be mentioned before signing the Contract agreement. Until a formal agreement is prepared and executed, this letter of acceptance shall constitute a binding of contract between Railway and your Organization. All terms and conditions given in the tender document under reference above have been accepted by you and work is to be carried out as per scope/schedule of work of the tender document. Please note that in case of failure to comply with the above mentioned instructions within the stipulated time, the earnest money shall be forfeited and the offer will be treated as cancelled without assigning any reason whatsoever and the contract will stand terminated in terms of clauses of 62 of general condition of contract.

Note 1: 1. The contractor shall submit the original copy of notarized Affidavit, which was uploaded / submitted along with the offer before signing of agreement.

Note 2: 2. The works shall have to be started within 15 days of the issuance of this L.O.A. to that effect or as advised by Railways.

All Other terms and conditions, as stipulated in the tender documents shall be applicable.

ABHAY KUMAR
Sr.DMEfRIEGHT
Digitally Signed
[View Signature Details](#)

Awarded Quantities And Rates

| Item Sno. | Item Desc | Item Code | Item Qty | Qty Unit | Unit Rate (Rs) | Escl. (%) | Advt. Value (Rs) | Bid Rate/ Unit Rate | Bid Amount (Rs) |
|--------------|-----------|--------------|-------------|-------------|----------------------|--------------|---------------------|------------------------------|-----------------------|
| | | | | | | | 1832962.56 | 0.80 | 1818298.86 |

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WHEREAS the Contractor has agreed with the Railway for the performance of the works for "Hiring of Multi-utility vehicle i.e. TATA XENON / ISUZU D-max or equivalent /Higher version at wagon care centre, Tughlakabad for Two years" set-forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected up to latest Correction Slips and the Accepted Rates and special conditions and special specifications as laid down in the tender document No. 197-S/175/Hiring-Vehicle/TKD/19/MC-IV opened on 26/12/2019.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railways, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said conditions of the contract on or before the 12/03/2022 and will maintain the said works for a period of NIL Calender months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein) AND Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

ACCEPTED SCHEDULES OF RATES

1. Name of work : Hiring of Multi-utility vehicle i.e. TATA XENON / ISUZU D-max or equivalent /Higher version.
2. Place of Work : Wagon Care Centre, Tughlakabad.
3. Period of work : Two Years w.e.f.- 13/03/2020 to 12/03/2022.
4. Accepted Rates:-

| Item no. | Work Description | Qty. | Unit | Unit Rate (In ₹) | Total estimated Value (In ₹) | Total Accepted Value |
|--|---|------|-----------|------------------|------------------------------|---|
| 1 | Hiring of Multi-utility Vehicle i.e.TATA XENON / ISUZU D-max or equivalent/Higher version subject to running up to 9000 Km per Quarter, Duty per month upto 360 hrs. for transportation of C&W Machines, Materials & Man as per requirement. It includes fuel i.e. Diesel, mobile oil etc. charges, license fee, permit, Driver's wages, repair and maintenance of vehicle and payment of Taxes to local bodies like Octroi, toll tax etc. (Qty. 1 no. vehicle) | 24 | Per month | 50060.34 | 1201448.16 | 0.80% below of the total estimated cost which comes to Rs. 18,18,298.86 |
| 2 | Extra charges for every additional hours of duty beyond 360 hrs. per month | 8640 | Per Hr. | 33.36 | 288230.40 | |
| 3 | Provision of GST | 1 | No. | 74484.00 | 74484.00 | |
| 4 | Provision of Environment Compensation Charges (ECC) | 1 | No. | 268800.00 | 268800.00 | |
| Grand Total (Including GST & ECC) | | | | | 18,32,962.56 | |

Rupees Eighteen Lakh Eighteen Thousand Two Hundred Ninety Eight and Paisa Eighty Six only (including GST & ECC)

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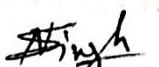
For Gramin loktantra Ltd.

स. मण्डल यांत्रिक अभियन्ता (कै एंव थै)

उत्तर रेलवे, नई दिल्ली

Asstt Divt. Mech. Engg. C&V.

N. Rty. Noida



Authorized Signatory

NORTHERN RAILWAY

SPECIAL TERMS & CONDITIONS OF CONTRACT & SCOPE OF WORK

Sub: Hiring of Multi-utility Vehicle i.e. TATA XENON / ISUZU D-max or equivalent/Higher version at Wagon Care Centre, Tughlakabad for Two years

1. Successful tenderer shall be liable to provide road worthy Tata Xenon / ISUZU D-max or Equivalent/Higher Version Multi Utility Vehicle. The work pertains for official inspections/transportation of staff/railway material etc from one destination to another Destination over Delhi division in emergency case i.e. to attend accident/derailment/special requirement, collect/purchase of inevitable maintenance material from open market etc through shortest road route, for which the agency shall use their own vehicle.
2. Vehicle will be under the charge of ADME/Tughlakabad of Delhi Division whose office is located in Tughlakabad. The vehicle will remain available for 24 hours (round the clock) for the transportation purposes.
3. The luggage portion shall be covered with suitable locking arrangement. No separate payment will be given, the same shall be borne by the contractor.
4. The contractor shall submit the copy of RC of the vehicle (to be deployed in service for the subject work) at the office of ADME before start the work.
5. The contractor must obtain necessary permission from traffic police for plying the vehicle in NCR region during the NO ENTRY time, as the Railway work will mostly take place during this time period. The contract will start only after obtaining permission during No Entry time.
6. The vehicles proposed to be hired should be in perfect working order and fully operational. The vehicle should not be more than three months old at the time of start of work.
7. It will be the sole responsibility of the contractor to ensure availability of valid vehicle registration certificate, insurance, license, road permits and all other requisite documents required under existing laws/Motor Vehicle Act etc. & any amendment made to the same in future by Road Transport Authorities.
8. The contractor shall submit the BIO-DATA (Name, Father's name, Address, Age, Passport size photo, Aadhar Card copy & employee no., bank account no. etc.) of his employees duly attested by the contractor to the ADME office, before taking up the job inside the complex at the beginning of the work as well as when any of his employee is replaced with new employee. No person without above details should be inducted for the work.
9. The contractor shall be liable for the safety of his workmen during the course of contract. It is made clear that no claim/ compensation would be entertained for any type of accident/incident involving his labour. Any compensation however as required under law would be payable by the contractor.
10. The vehicle will be utilized over Delhi division or as advised by ADME and firm should have the permit of Delhi, Haryana, Panjab, Rajasthan & Uttar Pradesh. If, contractor refused to go outside Delhi area, a penalty of Rs.2000/- (per case/per day) will be imposed against the contractor.
11. Contractor shall not change/replace the drivers frequently. Replacement of driver shall only be provided when the deputed driver fails to turn up either due to sickness or leave. Absence of driver from duty will be treated that the contractor hasn't provided the vehicle that will further attract the penalty of Rs.200/- per hour.
12. The firm shall deploy sufficient number of drivers to ensure 24 hours vehicle availability while ensuring compliance of section 91 of the Motor Vehicles Act, 1988 or any other statutory act or rule governing working hours of vehicle drivers. Changing of driver will be managed at location decided by ADME TKD.
13. No boarding and lodging facilities will be provided to the drivers & other staff of contractor.
14. The firm shall provide a separate GPS equipped smart phone with voice and data connectivity to the driver for communication. The Mobile no. should be provided in advance. Driver should be capable of using app-based navigation for hassle free movement on unfamiliar roads.

15. As & when the vehicle is required to be parked in a paid parking area, the parking charges will be paid by the contractor.
16. As and when vehicle is booked for the movement on outside Delhi area i.e. Delhi, Uttar Pradesh, Panjab, Rajasthan & Haryana, toll tax/other taxes; whatsoever applicable payable shall be borne by firm/contractor.
17. The firm will be responsible for preventive as well as break down maintenance of vehicles, as and when, required and maintenance will be got done by the firm at his own expenses. During maintenance period, the firm shall provide substitute vehicle of equivalent size for transportation purposes.
18. The firm shall ensure that his staff/driver will neither use liquor nor shall be found under influence of intoxication while on duty. In case driver is found to consume alcohol, penalty of Rs. 1000/- will be imposed per case.
19. The driver of the vehicle shall possess valid driving license. Not having valid license will attract the fine of Rs. 500/- per occasion.
20. In case of Break Down of vehicle, the contractor will have to replace the vehicle within 2 hrs; failing which a penalty of Rs. 200/- per hour will be imposed on the firm beyond two hrs. till the replacement is made or any alternative arrangements are made by the contractor.
21. Penalty imposed by the police/in respective states for any irregularities, if any, shall be borne by the contractor.
22. Vehicle should have good external appearance having no scratches or dents and valid registration certificate, driving license, insurance coverage, pollution certificate and permits etc. Discrepancy noticed on this account will attract fine of Rs. 100/- per month.
23. The firm shall provide replaceable seat covers of good quality and the same will be changed as and when required.
24. In case the firm fails to supply the vehicle, within the reasonable time as and when required on the approved rates, the security deposited and performance guarantee money can be forfeited by the administration and actual loss thus sustained will be recovered.
25. The chargeable rates will be reckoned from Tughlakabad Depot to the point where the vehicle is required by the Railway administration till it is released back to Tughlakabad Depot.
26. The Railway administration reserves the rights of terminating the contract at any time without any notice.
27. In the event of non fulfillment of any of terms of this contract, the Railway Administration may forfeit the security deposited in Part/full and retain it as liquidated damages, irrespective of whether Railway has or has not suffered any loss or damage and that decision of the Sr. DME /Freight/New Delhi so as to forfeit the security shall be final and binding on the contractor.
28. The Railway Administration reserves the right to call the tenderers for negotiation if needed; the tenderers shall not increase the amount/rate already offered in the tender at the time of negotiation (s).
29. In case of any contradiction between special terms & conditions of tender and general conditions, the special terms & conditions shall prevail.
30. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.
31. The currency of the contract can be extended by/up to as per railways schedule of powers on same terms and conditions, if the Railway Administration so desires.
32. The contractor shall be liable to be penalized for any undesirable activities, endangering the image of Railways. In this regard decision of Accepting Authority will be final.
33. That the contractor shall not sublet or sub contract or assign this contract to any person or agency/firm at any time. In the event of contractor found violating/infringing this clause, the Railway Administration have the right to terminate the contract without prior notice to the contractor and the contractor shall have no claim whatsoever in consequence of such termination of the contract. As to whether or not the provision of clause had been violated / infringed, the decision of Sr. DME/Freight/New Delhi or any officer deputed by him on his behalf shall be final, conclusive and binding.

NORTHERN RAILWAY

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NORTHERN RAILWAY

34. The fixed rates upto 9000 km per quarter and extra 80-100 hours for two years will be paid as per rates offered in the schedule of rates by the contractor & accepted by the Railways.
35. The rates will not be enhanced / revised during the contract period.
36. If any compensation/penalty has to be paid by the Railway in obliquity of the order/judgment passed by the court/consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be recovered from the contractor.
37. Payment Terms:
- Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer (Freight), N.Rly. Delhi or his representative, the contractor shall be entitled to receive the value of the work against the work attended/completed during the month after necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or any other contract. The bill should be raised by the contractor on monthly basis and should be submitted latest by 7th day of next month.
 - Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi.
 - All bills in four copies shall be submitted to concerned ADME/depot In charge.
 - Payment will be made only after verification & certification by the concerned ADME/depot In-charge.
 - All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at *Annexure-II of the tender document*. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
 - 2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM/Northern Railway/New Delhi.
 - No extra payment CST/ST, Octroi or other taxes will be made to the agency.
 - ECC charges (if applicable) would be paid on reimbursement basis on submission of relevant challan/document issued by concerned authority.
 - Contractor shall submit the documentary proof of GST (as applicable) duly deposited with the concerned department of Government, which has already been paid against the previous bill by the Railway. The contractor shall be responsible for depositing GST (as applicable) and all legal obligations related to GST.
 - Penalty Clause:** Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by Sr.DME/Delhi, a penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the decision of Sr.DME would be final.

Sr. DME/Fr
N. Rly., Delhi