

ADM1 | TKD

112
15/01/2020

NORTHERN RLY

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

Letter No: DELHI DIVISION-MECHANICAL /
197--S181-HiringofTruck / 01362910013551

Dated:
13/01/2020

M/s R K ROADLINES-GHAZIABAD
J 140 A SECTOR 9 VIJAY NAGAR
GHAZIABAD- 201009
Uttar Pradesh, India

Sub: Letter Of Acceptance

- Ref:**
1. Tender No. 197--S181-HiringofTruck closing date 11-12-2019 12:00 for Hiring of Full body Truck (Carrying capacity-9T) at Wagon Care Centre, TKD for transportation of Railway material between depot. over Delhi division and JUDW
 2. Your bid ID **10639305** dated **11/12/2019 10:37**

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. 2597872.04 (Rupees Twenty-Five Lakh Ninety-Seven Thousand Eight Hundred And Seventy-Two Rupees And Four Paise Only)

A sum of Rs.47700 deposited as Earnest Money vide IREPS reference ID NE55688296345 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 16(1) of Indian Railway GCC, September 2019.

You are requested to submit Performance Guarantee in the form as given in Clause 16(4) of Indian Railway GCC, September 2019 equivalent to 5% of the contract value amounting to Rs. 129893.6 (Rupees One Lakh Twenty-Nine Thousand Eight Hundred And Ninety-Three Rupees And Sixty 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 days from the date of issue of LOA may be given provided in Indian Railway GCC, 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 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. The contractor shall submit the original copy of notarized Affidavit, which was uploaded / submitted along with the offer w.r.t. Annexure-B (page 29 of 32 of tender document) before signing of agreement.

Note: 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.DM&FRIEGHT
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)

Schedule A-Hiring of Full body Truck (Carrying capacity-9T) at Wagon Care Centre, TKD for transportation of Railway material between depot. over Delhi division and JUDW (Item Directory - Not Applicable)						2384025.00	8.97% Above	2597872.04
1	Hiring of Full body Truck (Carrying capacity-9T) subject to running up to 6000 Km per quarter, (with 24 hrs. Availability in all days) for loading of C&W Machines, Materials & Man as desired by SSE/C&W/TKD. It includes fuel i.e. Diesel, mobile oil etc. Charges, all taxes, license fee, permit, Driver's wages, Helper's wages, repair and maintenance of vehicle and payment of Taxes to local bodies like Octroi, toll tax etc. (Qty.-1No. Truck)	1	24 Month	83937.50	At Par	2014500.00		
2	Provision of GST	2	1 Numbers	100725.00	At Par	100725.00		
3	Provision of Environment Compensation Charges (ECC)	3	1 Numbers	268800.00	At Par	268800.00		
Schedule Totals						2597872.04		
Total Value						2384025.00		2597872.04
						Rebate on Total Value (%)		0.00
						Net Bid Value		2597872.04

Item Breakup

No break up item added

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SPECIAL TERMS & CONDITIONS OF CONTRACT

b: Hiring of Full body Truck (Carrying capacity-9T) at Wagon Care Centre, TKD for transportation of Railway material between depot, over Delhi division and JUDW for two years.

The work shall be carried out as per 'Detailed scope of work' as specified in Annexure A. The contractor shall use his own resources required for the job.

The contractor shall submit the BIO-DATA (Name, Father's name, Address, Age, Passport size photo & employee no. etc.) of his employees duly attested by the contractor to the ADME, before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee. **No person without above details should be inducted for the work.**

Issue of Entry Permit: Contractor should issue Identity badges (as per approved format by concerned ADME) to all his labour being engaged to carry out the Work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractor' labour on left side on the chest every time, during their presence on Railway Premises.

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.

The contractor must obtain necessary permission from traffic police for plying the truck 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.

If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.

The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.

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.

The Railway may provide space for storage of materials, machines & tools etc. on free of cost. However in case of any loss/theft Railways shall not be responsible for these items.

PAYMENT TERMS:

Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer, 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.

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- c. All bills in two copies shall be submitted to concerned ADME/dep't In charge. Payment will be made only after verification & certification by the concerned ADME/dep't In charge.
- d. 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 in award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed in 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.
- e. Income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary IT deduction certificate will be issued by DFM/Northern Railway/New Delhi.
- f. No extra payment CST/ST/Octroi or other taxes will be made to the agency.
- g. ECC charges (if applicable) would be paid on reimbursement basis on submission of relevant challan document issued by concerned authority.
- h. 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.
- j. **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.
11. If any compensation/penalty is to be paid by the Railway in compliance of the order/judgement 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 liable to be paid by the contractor and will be deducted from bill.
12. Besides specific penalty as mentioned, Tender accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded complaint/s & in case any abnormalities found during inspection by Railway official/s.
13. The contractor shall also keep a representative during the execution of the work for liaison.
14. The value of contract and quantities given in the attached schedule of rates and quantities are approximate and are given only as a guideline. These are subject to variations additions and/or omission. The quantum of the work actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.
15. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.
16. No advance payment will be made by the administration.
17. The Railway administration reserves the rights of terminating the contract at any time without any notice.

18. In the event of non fulfilment 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/New Delhi so as to forfeit the security shall be final and binding on the contractor.
1. 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).
1. 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.
1. The tenderer must sign each page of the tender document. All documents to be submitted in connection with the tender shall be written either in "English" or in "Hindi".
2. 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.
3. That the contractor shall not sublet or sub contract or assign this contract or any part thereof 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/Chg/New Delhi or any officer deputed by him on his behalf shall be final, conclusive and binding.
1. The running KM will be calculated @ 6000 km per quarter.
1. The rates will not be enhanced during the contract period.
1. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.

Sr. Divisional Mechanical Engineer (Fr.)
Northern Railway, Delhi