

5/2/20
NORTHERN RLY

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

Letter No: DELHI DIVISION-MECHANICAL /
E-TenderNo197-S86ATL /
01224030013552

Dated:
13/01/2020

M/s SHREE JAINA SOURCING AND
CO-DELHI

R 47/D, Dilshad Garden
Delhi- 110095
Delhi, India

Sub: Letter Of Acceptance

Ref: 1. Tender No. E-TenderNo197-S86ATL closing date
11-12-2019 12:00 for Repair of Automatic Twist
Locks at Wagon Care Centre Tughlakabad for
Two years
2. Your bid ID 10637912 dated 10/12/2019 20:24

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. 2223859.8 (Rupees Twenty-Two Lakh Twenty-Three Thousand Eight Hundred And Fifty-Nine Rupees And Eighty Paise Only)

A sum of Rs.60200 deposited as Earnest Money vide IREPS reference ID PE82338323062 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. 111192.99 (Rupees One Lakh Eleven Thousand One Hundred And Ninety-Two Rupees And Ninety-Nine 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 allowed as per Indian Railway GCC, September 2019. Additional Performance Guarantee However since you have quoted rates that are lesser by more than 10% tender value. Additional performance guarantee will be required as per clause 16(4)(h) of 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 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. 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.DME 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-Repair of Automatic Twist Locks at Wagon Care Centre Tughlakabad for Two years (Item Directory - Not Applicable)							3008875.39	26.09 % Below	2223859.80
1	Labour charges per lock irrespective of numbers of parts attended	1	1920	Numbers	1328.07	At Par	2549894.40		
2	Provision of GST	2	1	Numbers	458980.99	At Par	458980.99		
Schedule Totals									2223859.80
Total Value							3008875.39		2223859.80
							Rebate on Total Value (%)		0.00
							Net Bid Value		2223859.80

Item Breakup

No break up item added

SPECIAL TERMS & CONDITIONS OF CONTRACT

Sub: Repair of Automatic Twist Locks at Wagon Care Centre Tughlakabad for Two years.

1. The work shall be carried out as per 'Detailed scope of work' as specified in **Annexure-I**. The contractor shall use his own resources required for the job.
2. 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 concerned ADME/SSEC&W incharge, before carrying 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. The contractor shall provide 'Identity Card' to all those employees deputed to work, who shall carry out the said works. The concern ADME/SSEC&W incharge shall inform RPF authority regarding the contractor's employee deputed to work inside the complex as per the said 'Bio data'. Those employees having and wearing proper identity card, details of whom have been submitted to the concern ADME/SSEC&W incharge will only be allowed to work inside the complex.
3. The contractor shall provide the list of authorized staff and any vehicle used during course of work to ADME/SSEC&W incharge, so that provision for entry inside the Railway premises and ICD/TKD could be made accordingly.
4. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
5. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor. Sr.DME/Fr./DLI, in this regard will be final and binding on the contractor.
6. 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.
7. The Railway will provide space for storage of materials, machines & tools etc. during the execution of the work. However in case of any loss/theft Railways shall not be responsible for these items.
8. If any compensation/penalty is to be paid by the Railway in compliance 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 liable to be paid by the contractor and will be deducted from bill of contractor.
9. The contractor shall provide sufficient manpower for the works and also efficient and competent supervision to give necessary direction to Contractor's workmen and to see that they execute their work in sound and proper manner.

0. The contractor shall be responsible for the safety of his workmen during the course of contract. The Railway will not entertain any compensation or claim for any incident/accident.
1. The contractor's staff shall also be trained in fire fighting and first aid. The contractor shall be responsible for the same training to his employees deployed in the repair and fitment work of ATL device on wagons.
2. Railways reserve the right to impose penalty/penalties for non-completion of the work to the satisfaction Railway administration or for any undesirable activities of his workmen, tarnishing the image of Railways. In the regard decision of Sr. DME/Fr./DLI will be final.
3. The contractor shall be liable/ responsible for legal aspects involved due to any accident/death to his staff and all the expenses arisen shall be borne by the contractor.
4. Labour laws as and when issued by Ministry of Labour, Government of India, is applicable & binding on contractor including minimum wages act, EPF, ESI etc as per applicable.
5. The tenderer will quote their rates as per the offer form attached herewith. The rates should include all the expenses such as transportation other establishment charges, repair and maintenance charges and all taxes as applicable, etc. Railway shall not be liable to pay any other charges except the rates accepted as per the offer form/schedule of rate.
6. In case of any contradiction between special terms and conditions of tender and general conditions, then the special terms & conditions shall prevail.

7. PAYMENT TERMS :

- a. 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 as per schedule and should be submitted latest by 7th day of next month.
- b. *Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi*
- c. *All bills in four copies shall be submitted to concern ADME/depot In charge.*
- d. *Payment will be made only after verification & certification by the concerned ADME/depot In-charge.*
- e. *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-III 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.*
- f. *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.*

8. *GST (as applicable) shall be extra.*
9. *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.*
10. *No extra payment CST/ST, Octroi or other taxes will be made to the agency.*
11. *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.*
12. *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 would be final.*
18. The Railway reserves the right to deduct the penalties @ 150% of labour charges per ATL in case of not completing the work in the prescribed time of rake examination at ICD/TKD. Adverse remark/s on quality of material/any deviation from the contract conditions by any inspecting Railway official in his/her inspection will invite a penalty of Rs. 1000/- in each case.
19. Before bill passing the bill it is essential that warranty clause shall be ensure that no duplication of locks shall be done. Over payment made at any stage shall be deducted from the existing contract or any other contract undergoing / completed contract in Railway/ central/state government.
20. The contractor shall also nominate a representative during the execution of the work for liaison at ADME/SSE of Wagon Care Centre, Tughlakabad, whose mobile no. and Email ID shall also be provided to the Railway. This representative will certify the attendance of his staff & other related work on daily basis to Railway representative.
21. *The offered rates for labour shall be all inclusive e.g. E.D. C.S.T, taxes except GST etc and Railway will not be liable for any Tax liability. The liability for all taxes rests purely with the contractor.*
22. *The tender work can be reduced or work can be terminated at any time in the interest of the Railway without assigning any reason and contractor/firm shall have no claim on it.*
23. *The contractor can be terminated with a notice of 72 hrs., if the performance of work is not satisfactory at any stage and Security money and Performance guarantee shall be forfeited.*

Sr. DME/Fr.
N.Rly, Delhi
Annexure-I

DETAILED SCOPE OF WORK:

1. The repair & fitment work of ATL on BLC wagons shall have to be executed during yard examination of BLC rakes in the premises of ICD/TKD.
2. The contractor shall have to bring his own special tools/welding plants/gas welding set for repair and fitment of ATL device on BLC wagons.
3. The repair and fitment of the ATL device shall be done within the time limits of the examination prescribed by the railway i.e. 05hrs./4hrs (CC/End to End Examination). Failure will lead to deduct a penalty as per no. of ATL left unattended. However, work shall also be attended during Terminal examination which can be completed during the stipulated period of Terminal examination i.e. within 1.30 hrs.
4. The spare parts and other required material for repair of ATL Device shall be supplied by the Railway authority at ICD/TKD.
5. On completion of work on one rake the contractor shall have to deposit all the discarded/replaced components/material to SSE/C&W/ICD/TKD or his authorized representative
6. The contractor will depute properly trained manpower who should be in proper uniform provided by the contractor and use his own machine/equipments, tools and materials for execution of the work.
7. It may be noted that the wagon care centre functions on all days including Sunday and Holidays. The number and quantity of ATL's to be repaired on a particular day may vary. In case, no repair work arises on a particular day, no payment will be made as idling labour charges. And also in case of any unworkable/un avoidable weather conditions viz heavy rain, storm etc due to which the welding work of ATL repair cannot be performed because of safety aspects, no penalty shall be imposed. However in such case a joint report duly signed by Railway representative and contractor shall be submitted.
8. The Railway will provide space for storage of materials, machines and tools etc. However, in case of any loss/theft, Railway shall not is responsible for these items.
9. The ATL's of complete rake will be jointly inspected by the authorized representatives of Contractor and Railway authority. The ATL found defective/missing shall be recorded before undertaking the repairs. The old defective parts will be handed over to the representative of Railway under his clear signatures. The payment shall be made only for labour charges for the ATL found defective in initial & after joint inspection. Any components/subassembly of ATL's e.g. screws/shaft insulators etc, damaged during/repairs will be replaced by contractor at his own cost and the parts if replaced shall be of RDSO approved OEM.
10. Railway reserves the right to get the repair work done by either through its own resources or through any other source. The contractor shall have no claim whatsoever, for the above.
11. The repaired ATLs will be stenciled/sticker pasted with date by the contractor and the lock location shall be recorded in the register maintained for this purpose so as to enable SSE/C&W/ICD/TKD, to evaluate the performance of the repaired ATLs. Any defaced stencil/uprooted sticker will be replaced by contractor at his own cost.
12. Stage inspections will be carried out jointly by SSE/C&W/IC/TKD in charge or his authorized representative along with the contractor after the completion of work. In this regard, a proper record has to be maintained by SSE/C&W/ICD/TKD in charge or his representative, that should be duly signed by both the representatives of Railway & Contractor.

14. The value of contract and quantities given in the attached schedule are approximate. The accepting authority shall have the discretion to vary the quantity of items as well as to vary the items in a contract in accordance with the prevalent SOP (Schedule of Power) on works matter of Northern Railways. Railways shall also have the discretion to extend the date of completion of contract with the prevalent SOP (Schedule of Power) on works matter of Northern Railways.

15. All repaired /broken parts of ATL unit shall be removed/repared at ICD-Inland Container Depot and deposited with SSE/C&W/WCC/TKD (in charge) or his representative. The record of replaced parts and with complete details of wagon no, part no & location etc shall be maintained. The numbering of ATL (location) of the wagons shall be decided jointly by Railways & the contractor and the same shall be applicable for the entire contract period.

16. Penalty Clause:

- a) Once the rake is offered for ATL repair, it should be made them fit within stipulated time, else a penalty of ₹ 100/- (Rupees One Hundred) per wagon will be charged.
- b) A penalty of ₹ 200/- (Rupees Two hundred) per staff per occasion will be deducted for not wearing of personal protective equipments.
- c) A penalty of ₹ 1,000/- (Rupees one thousand) per occasion will be deducted for not ensuring proper earthing to the Bogie / wagon stock while carrying out the welding.

Sr. DME/Fr.
N.Rly, Delhi

TENDER NO. 197-S/86/ATL- Rep/TKD/19/MC- IV

Proforma for monitoring of "Repair of Automatic Twist Locks".

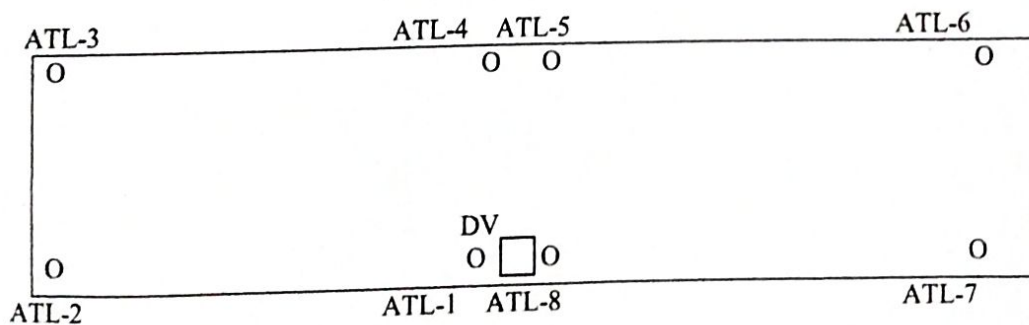
Name of Wagon Care centre:
Maintenance Point:

Date:

S. No.	Module No.	Wagon No	Location.	Date of repair	Part Name	No of Parts Replaced	Any other remarks
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Sign. of Contractor/his representative				Sign. of Railway Supervisor			
				Sign of ADME/TKD or SSE/C&W/TKD incharge.			

Note:

1. This proforma shall be furnished to divisional office with the bills in every month.
2. Location of ATL will be considered with respect of DV location as specified below -



3) Status of Personnel Protective Equipment - Wearing
Not wearing -

4) Earthing Status -
(OK/Not OK)