

ADME/TICU

5/2/20

NORTHERN RLY

DELHI DIVISION-
MECHANICAL

DRM office, Sd/-

Entry Sd/-

New Sd/-

110095

Delhi, Sd/-

Letter No: DELHI DIVISION-MECHANICAL /
197-S226Retrofitment of /
01224030013704

Date:
15/01/2020

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. 197-S226Retrofitment of closing at
11-12-2019 12:00 for Retrofitment of Automatic
Twist Locks (ATL) in BFKHN wagons as per
drawing at Wagon Care Centre, Tughlakabad
2. Your bid ID **10637757** dated **10/12/2019**

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. 2079962.4 (Rupees Twenty Lakh Seventy-Nine Thousand Nine Hundred And Sixty Four Rupees And Fourty Paise Only)

A sum of Rs.65500 deposited as Earnest Money vide IREPS reference ID PE5238322578 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 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. 103998.12 (Rupees One Lakh Three Thousand Nine Hundred And Ninety-Eight Rupees and Twelve 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 as provided in 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 6 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.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)
Schedule A-Retrofitment of Automatic Twist Locks (ATL) in BFKHN wagons as per Retrofitment of Automatic Twist Locks (ATL) in BFKHN wagons as per drawing (Item Directory - Not Applicable)							3274500.00	36.48 Below	2079962.40
1	Retrofitment of 8 nos. ATL locks in lieu of RA locks in BFKHN wagons as per Scope of work	1	75	Numbers	37000.00	At Par	2775000.00		
2	Provision of GST	2	1	Numbers	499500.00	At Par	499500.00		
Schedule Totals									2079962.40
Total Value							3274500.00		2079962.40
							Rebate on Total Value (%)		0.00
							Net Bid Value		2079962.40

Item Breakup

No break up item added

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Sub: Retrofitment of Automatic Twist Locks (ATL) in BFKHN wagons as per drawing at Wagon Care Centre, Tughlakabad for Six months.

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/SSE incharge, 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 employees 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. ADME/SSE 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 ADME/SSE incharge will only be allowed to work inside the complex.
3. Any loss due to rain or floods, the Railways is not responsible and do not pay any compensation. The contractor is responsible for proper safety of the all provided equipments and materials in the depot. In the case of any theft/damage to these equipments and materials, the Railway is not responsible and the contractor will not be paid any compensation to the above.
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. If any staff/worker of the contractor is found indulging in misconduct activities, the contract may be terminated.
6. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
7. The contractor shall also nominate a representative during the execution of the work for liaison at ADME/SSE of the depot, whose mobile no. and Email ID shall also be provided to the Railway. This representative will certify the work with Railway representative.
8. 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.
9. Contractor will provide personal protective equipment to his staff for their safety.
10. 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.
11. 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.
12. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.

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13. 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 of contractor.
14. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.
15. No employee of the contractor will smoke at the working area because of availability of flammable products nearby.
16. The contractor shall duly comply with the provision of the labour laws i.e. Payment Wages Act 1923, Minimum wages Act, Workman Compensation Act and any other law, legal provisions/rules on labour/workman etc. with regard to staff employed by him and shall keep the Railway Administration indemnified against all claims arising directly or indirectly through any failure of omission/commission to comply with the wages act/rules/provisions.
17. In case of any failure in implementing the statutory rules and regulations by the contractor Railways shall be liberty to recover any such amounts as advised by the statutory bodies from the bills of the contractor.
18. This contract shall be deemed to have concluded in the state of Delhi where it has been signed and all obligations hereunder shall be deemed to be located at the state of Delhi and the courts with the state of Delhi will have the Jurisdiction to the extent on all the courts.
19. All disputes differences and questions whatsoever, which shall arise between the parties here to, during the currency of the contract will be governed by Arbitration Act.
20. **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.*

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- g. GST (as applicable) shall be extra.
- 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.
- i. No extra payment CST/ST, Octroi or other taxes will be made to the agency.
- j. 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.
- k. 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.



Sr. DME/Fr
N.Rly., Delhi

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Annexure-I

DETAILED SCOPE OF WORK

The details of Scope of works to be carried out at Wagon Care Centre, Tughlakabad or any location decided by Railway of Delhi Division is as follows.

1. Required material ATL & plates will be supplied by Railway and consumable will be supplied by the contractor. Fitment of ATL shall be done by the contractor.
2. Retro fitment of ATL in lieu of RA lock on BFKHN wagon consists of following steps
 - i. Cutting of 40 nos. of bolt.
 - ii. Cutting of side RA lock base plate from sole bar.
 - iii. Welding of backing plates.
 - iv. Plugging of 40 nos. of holes.
 - v. Preparing and grinding of surfaces from where plates removed.
 - vi. Measuring and marking.
 - vii. Tack welding with measurement of 08 nos. of ATL & bracket.
 - viii. Final welding of bracket and plates.
 - ix. Cleaning and painting.
3. Lateral distance of lock centre (sole bar to sole bar) is 2259 ± 2 mm in case of BLC Wagon and 2260 ± 4 in case of BFKHN Wagons.
4. Width of under frame (Sole bar to sole bar distance) in BFKHN is 2090 mm.
5. Width of under frame (Sole bar to sole bar distance) in case of BLC is 2100 mm.
6. Existing Double RA Lock is bolted with 8 bolts and Single RA Lock is bolted with 6 nut bolts.
7. A plate of around 5-10 mm has been welded at location where RA Lock is fitted on the side of sole bar of BFKHN wagon to sit the RA Lock at their location the thickness of the place may vary to adjust the lock centre i.e. 2260 ± 4 mm.
8. The size of RA Single lock base is 288 mm (L) x 165 mm (W) and in case of Double RA Lock base is 568 mm (L) x 165 mm (W).
9. The size of middle ATL lock base is 551 mm (L) x 200 mm (W) and that of single ATL Lock is 300 mm (L) x 200 mm (W).
10. Existing distance between extreme side to other extreme side of the lock at sole bar is $(1045 + 10 + 165) \times 2$ mm. = 2440 mm.
11. To provide the ATL in lieu of RA Lock the distance mentioned in para 6 will be $(1045 + 10 + 190) \times 2$ mm = 2490 mm.
12. The height of the RA Lock top from under frame base is 70 mm and can be possible for ATL.
13. On one side in BLC Wagon, longitudinal lock centre (from corner to centre lock) is $5853 + 2, -1$ mm and the distance in between to consecutive centre lock is $279 + 1, -0$ mm. This distance is same for BFKHN also.
14. The ATL Lock will fit 19 mm below sole bar as per section X-X of drawing no. CONTR-9405-S-21 and in case of RA Lock it fitted 20 mm below the sole bar as per drawing no. CONTR-6914-S-22.

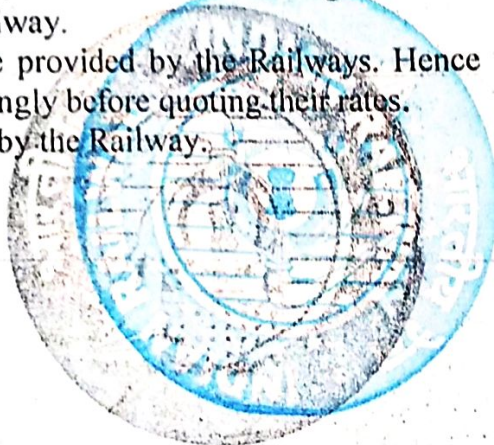
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15. To avoid any controversy later, firm/contractor may get the materials inspected by Railway authority prior to fitment in wagons.
16. Railway will try to offer at least 10 wagons in one go, but same cannot be guaranteed.
17. After completion of work same will be inspected by JE/SSE nominated by ADME/Fr/TKD and a joint will be signed by JE/SSE and firm/contractor representative to ensure accuracy of dimensions and quality of welding etc.
18. **Penalty Clause:**
 - a) Once the wagon is offered for modification, it should be modified and made them fit within ten days, else a penalty of ₹ 100/- (Rupees One Hundred) per wagon per day 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.

Note:

- I. All the old materials which are recovered from wagons must be submitted to Railway and shall be the property of Railway.
- II. No additional cost shall be provided by the Railways. Hence the tenderer is requested to calculate their rates accordingly before quoting their rates.
- III. Drawings will be provided by the Railway.



**Sr. DME/Fr
N.Rly., Delhi**