

Central Railway



Divisional Office  
Operating Branch  
CSTM

No: BB/T/108/W/Vehicle/III

Date: 31/12/2015

M/s Om Sai Seva Sahakari Sanstha Maryadit  
F.N.M. 208/1/1, Bhandar Wada, Shivaji Nagar  
Sion (East ) Mumbai 400 022

Sub: Hiring-cum-providing one MUV licensed vehicle four wheeler (Non-AC) Tavera, Tata Sumo, Scorpio, Qualis or similar for Control duty & Emergency under control of Chief Controller BB

Ref: (i) Tender Notice No: BB/T/108/W/Vehicle/III, Dated 07/09/2015  
(ii) Negotiated offer No: BB/T/108/W/Vehicle dated 18/12/2015

\*\*\*\*\*

Consequent upon acceptance of tender proceedings by the Competent Authority on behalf of the President of India for above referred work, the LoA is hereby issued subject to fulfillment of the following terms & conditions: -

1. **CONTRACT PRICE:-** Your negotiated offer for the above referred work is accepted for ₹. 35,520.00 per month (₹. Thirty five thousand five hundred twenty only) for 24 month total ₹. 8,52,480.00 (₹. Eight lakh fifty two thousand four hundred & eighty only). Payment for extra 50 km per month will be @ ₹. 10.00 per km is ₹. 12,000.00 and payment for extra 12.5 hour per month will be @ ₹. 50.00 per hr is ₹. 15,000.00 respectively for a period of two years. Total negotiated offer is of ₹. 8,79,480.00 plus 5.6% applicable service-tax as per tender schedule ₹. 49,250.88 per month; total negotiated offer value ₹. 9,28,730.88 all inclusive including service tax (@ approx. ₹. 38,697.00 per month) all inclusive including service-tax. The schedule of rates accepted is tabled below: -

31/12

S N	Description	Unit rate	Rate (₹.) Per month	Quantity	Total value (₹.)
1	Hiring-cum-providing one licensed vehicle four wheeler (NON-AC) TATA SUMO, QUALIS, SCORPIO, TAVARA or similar multi utility road vehicle for Control Duty & Emergency for 2,000 Kms /for 320 hours per month with Driver, fuel, oil, lubricants, accessories, major & minor repairs & maintenance, taxes, etc., complete in all respect on demand (Extra Kms Rs. 10/- & Extra Hour Rs. 50/-, if any)	1 month	35,520.00	24 months	8,52,480.00
2	Payment for extra kms @ 50 kms per month	1 Month	10.00 per km	24 months	12,000.00
3	Payment for extra hrs @ 12.5 hrs per month	1 Month	50.00 per hr	24 months	15,000.00
4	Total				8,79,480.00
5	Taxes: Service-Tax (if any) quoted by the tenderer/(s) shall be payable maximum limit of 40% of 146% on the base quoted value (i.e. 5.6%).				49,250.88
6	G. Total				9,28,730.88

2. **PERIOD OF CONTRACT:-** The period of contract is 24 months ( 2 years) and shall be effective from actual date of commencement.
3. **RATES:-** The accepted rates for the referred work are for complete availability of vehicle with consumables, repairs, labour, applicable taxes as per terms and conditions and specification mentioned in the tender.
4. **CONDITIONS OF CONTRACT AND SCOPE OF WORK:-** The work shall be carried out as per special conditions for hiring of vehicles Annex-2 of the tender schedule item No: 1 to 30 along with the applicable GCC or amended from time-to-time.

2  
31/12



5. **TERMS OF PAYMENT:** - Payment for the work shall be made on monthly basis based on the accepted rates. The bills shall be submitted in triplicate along with the monthly summary showing data from log book-cum-measurement sheet details of Kms /Extra kms or Extra hr (if any) carried out. On verification, it will be certified for payment, subject to deductions of applicable taxes, which are in force or amended from time-to-time. In case of unsatisfactory services, penalty will be imposed and recovered from the running bills as per penalty clause Item-xiv of Annexure-2 of the tender schedule. The amount of penalties for defaults of services is as under: -

S N	Description	Amount
a)	Late reporting	₹. 100/- per day
b)	Non reporting	₹. 500/- per day
c)	Refusal of duties	₹. 500/- per day
d)	Non observation of dress-code	₹. 100/- per day
e)	Change of drivers without prior intimation/ providing improper drivers	₹. 500/- per day
f)	In case of non reporting the per day rent for vehicles on pro-rate basis will be deducted apart of the above penalty	

All payment shall be made only on EFT basis, for which a prescribed mandate form to be filled and submitted to Accounts.

Bills Paying Officer:- Sr DOM BB

Bills Passing officer:- Sr DFM BB

Bills preparing unit:- Chief Controller CSTM

6. **PERFORMANCE BANK GUARANTEE:** - The PG amounting to 5% of the contract value of ₹. 46,437/- (₹. Forty six thousand four hundred thirty seven only) in the form of Irrevocable Bank Guarantee or FDR in f/v Sr. DFM, C. Rly CSTM to be submitted within 30 (thirty) days from the date of issue of (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LoA may be given by the authority who is competent to sign the Contract agreement. However, a penal interest of 15% per annum 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 the Contractor fails to submit the requisite PG even after 60

23/12

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. The failed contractor shall be debarred from participating in re-tender for that work. Extant norms of Item 16 (4) of GCC to be adhered to, as specified in the tender document. The period of validity of PBG shall be of 28 months.

7. **SECURITY DEPOSIT:-** The total Security Deposit for the work is ₹. 46,436/- (₹. Forty six thousand four hundred thirty six only). The EMD remitted of ₹. 16,900/- (₹. Sixteen thousand nine hundred only) vide DD No: 978121 dated 15/10/2015 issued by ~~IDBI Bank~~ *Union Bank, Cotton Green, Mumbai*, Panvel be retained for the due and faithful fulfillment of this contract. The balance amount of ₹. 29,536/- (₹. Twenty nine thousand five hundred thirty-six only) shall be recoverable from 'on account' bills @ 10% till the full security amount is recovered as per Item 16 (1) of the GCC specified in the tender document, which shall be refundable on satisfactory completion of entire work.
8. **MINIMUM WAGES:-** Contractor shall ensure that drivers hired for the above referred work are being paid as per rates notified under Minimum Wages prescribed or amended from time-to-time including compliance of other statutory provisions.
9. In the event of unsatisfactory services the contract shall be terminated as per relevant paras of tender schedule.
10. Please acknowledge the receipt of this LoA to do the work. Until signing of the Contract Agreement all conditions of the LoA shall be binding upon the Contract including conditions of the tender schedule.



C/- DRM/OSD/ADRM  
Sr DFM,



for kind information, pl.

C/- CHC/BB, Sr. SO (Wks & A/c), Sr. SO Bills } for inf. & nec. action

*Manoj Kumar Goyal*  
31/12/15  
(Manoj Kumar Goyal)  
DOM (Cog) BB  
C. Rly CSTM

*Rates verified from Original & con*  
*31/12/15*  
*Sr. SO (CSTM)*