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East Coast Railway

Office of the
Divl. Elect. Engineer(Traction)
East Coast Railway/Sambalpur

LOA No. TR/SBP/02/OT/HV/2015/ **Dt. 04.12.2012**

To
M/s Maa Kali Auto Parts,
Farm Road, Sambalpur

(Letter of Acceptance)

Sub: Hiring of one road vehicle on contract basis for official use of DEE (TR)/SBP for period of 650 days.

Ref: (i) Tender notice no: No. 02/SBP/TR/OT/2015-16, Date: 07.10.2015
(ii) Your offer for the work opened on Dtd.17.11.2015 and Negotiation Dt.03.12.2015

** ** **

Your above referred offer has been accepted within the following rates terms and conditions. This letter of acceptance is submitted to you in triplicate. You are requested to retain one copy of the said letter of acceptance meant for you and return back two copies duly signed with seal at the bottom left of all the pages to this office within seven days from the date of issue of the letter of acceptance in token of acceptance.

TENDER SCHEDULE

Name of the work: Hiring of one road vehicle on contract basis for official use of DEE (TR)/SBP for period of 650 days

Item No.	Unit	Quantity	Basic rate in Rs	Schedule Amount	Original offer rate	Accepted Rate	Amount in Rs
(i)	Day	650	660	429000	693	690	448500
(ii)	KM	51200	6.70	343040	700.03	6.90 **(Not for LAR)**	353280 **(Not for LAR)**
	Total			**772040**			**801780**

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GENERAL TERMS AND CONDITION OF CONTRACT

1. The entire works should be completed within 650 days from the date of Provision of the vehicle.
2. The basic cost of item and quantity are approximate and for guidance. This may vary as per the site conditions and no claim what-so-over will be entertained.
3. Taxes and levies will be deducted at source as applicable.
4. **Security Deposits:-**

Unless otherwise specified in the special condition if any the security deposit /rate of recovery / mode of recovery shall be as under:

a) Security deposit for each work should be 5% of the contract value i.e Rs40,089/- (Rupees forty thousand and eighty nine only). The EMD submitted along with the tender in the shape of DD for Rs15450/- vide DD No-000409 dtd 17-11-2015 issued by Central Bank of India; SBP is adjusted towards Initial security deposit. Balance amount of security deposit ie Rs24,639/- (Rupees Twenty four thousand six hundred and thirty nine) is to be deposited in cash with FA&CAO,E.Co Railway, Chandrasekharpur, Bhubaneswar or otherwise if you so desire amount of balance security deposit will be recovered at the rate of 10% from your running bills of the contract.

b) The rate of recovery should be @ 10% of the bill amount till the full security deposit is recovered.

c) Security deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instrument like BG, FD etc. shall be accepted towards security deposit.

d) Security deposit shall be returned to the contractor after the expiry of the maintenance period and after passing the final bill based on "No claim Certificate" by the competent authority. The competent shall normally be the authority, who is competent to sign the contract. If this competent authority is of the rank lower than the JA grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate inter alia should mention that the work has been completed in all respects & that the contractors have fulfilled all the contractual obligations and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD contractor concerned should submit an unconditional & unequivocal no claim certificate.

No interest will be payable upon the earnest money and security deposit or amounts payable to the contractor under this contract.

5. **Performance Guarantee (P.G):-**

The procedure for obtaining Performance Guarantee is outlined below:-

a) The Successful bidder shall have to submit a performance guarantee(PG) within 30(thirty) days from the date of issue of letter Of acceptance(LOA). Extension of time for submission of PG beyond 30(thirty) days and up to 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% Above per annum shall be charged or the delay beyond 30(thirty) days i.e. from 31st Date after the date of issue of LOA. In case the contractor fails to

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submit the requisite PG even after 60 days from the date of issue of LAO, the contract shall be terminated duly forfeiting EMD and other dies, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

b) The successful bidder shall submit the performance Guarantee(PG) in any of the following forms, amounting to 5% of the contract value:

i) A deposit of cash
ii) Irrevocable Bank Guarantee
iii) Government Securities including Sate Loan Bonds at 5% Above below the market value.
ii) Deposit receipt, pay orders, Demand drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State bank of India or of any of the Nationalized Banks.
iii) Guarantee Bonds executed or deposits tendered by all scheduled banks
iv) A deposit in the post office saving Bank.
v) A deposit in the National Saving Certificates
vi) Twelve Years National Defence Cerificates
vii) Ten years Defence Deposit
viii) National defence Bonds and
ix) Unit Trust Certificates at 5% Above below market value or at the face value whichever is less.
x) Also FDR in Favor of FA & CAO (Free from any Encumbrance) may be accepted.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

c) A performance Guarantee shall be submitted by the successful bidder after the letter of acceptance (LOA) has been issued, but before signing the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. Incase the time for completion of the work gets extended, the contractor shall get the validity of performance guarantee extended to cover such extended time for completion of work plus 60 days.

d) The value of PG to be submitted by the contractor will not change for variation up to 25% Above (Either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% Above of the original contract value, an additional performance guarantee amounting to 5% Above(Five percent) for excess value over the original contract value shall be deposited by the contractor.

e) The performance guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit shall, however be released only after passing the final bill based on "No Claim Certificate" from the Contractor

f) Whenever the contract is rescinded, the security deposit shall be forfeited and PG shall be encashed and the balance work shall be got done

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independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If failed contractor is a JV or a partnership firm, then very member/partner of such firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any JV/Partnership firm.

g) The engineer shall not make a claim under the PG except for an amounts to which the president of India is entitled under the contract (Not withstanding and/or without prejudice to any other provision in the contract agreement) in the event of :

i) Failure by the contactor to extend the validity of the PG as described herein above, in which event the engineer may claim the full amount of the PG.

ii) Failure by the contractor to pay president of India any amount due, either as agreed by the contractor or determined under any of the clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

iii) The contractor being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of president of India.

NOTE: - In case of PG is submitted in form of Bank guarantee, Instead of submitting the original bank guarantee to the Railways (DEE/TR/Sambalpur) by the contractor, the bank guarantee is to be sent to the Railways(DEE/ TR/Sambalpur) by the issuing bank under registered post(A.D.) The contractor has to submit the prescribed format for the bank guarantee(issued by the bank) to the Railway(DEE/ TR/Sambalpur). On receipt of the original from the bank the format submitted by the contractor will be verified for its correctness.

6. Security deposits will be refunded after successful completion of all works, settlement of all dues, less debits if any according to the terms and conditions of the contract and after expiry of guarantee period.

7. Work order shall be obtained from DEE/TR/SBP within 30 days pending execution of format agreement.

8. You are requested to attend this office within 30 days and execute the agreement failing which action will be taken as per clause No.62 of General condition of Contract.

9. Please contact SSE/OHE/SBP for proper planning and execution of the work.

10. Until a format agreement is executed this acceptance letter will constitute a binding contract between Railway and your firm.

11. The successful tenderer should purchase the material from CORE/RDSO/CEE/ECoR's approved sources only.

12. Please acknowledge receipt and confirm that action is being taken by you for execution of the work in right earnest.

Divisional Electrical Engineer (TR)
East Coast Railway/ Smbalpur
(For and on behalf of President of India)

Copy to:- 1.CVO/E.Co.R/BBS for information.
2. Sr.DFM/SBP and Audit Officer/SBP for information.
3. SSE/OHE/SBP for information and necessary action.

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EAST COAST RAILWAY

Accepted Rate Schedule

Name of the Work: Hiring of one road vehicle on contract basis for official use of DEE (TR)/SBP for period of 650 days.

S.N	Description of the Item	Unit	Quantity	Accepted Rate in Rs	Amount in Rs
1	Lum sum hiring charges of one vehicle along with driver (round the clock)	Day	650	690	448500
2	Charge based on kilometre utilization of the vehicle (approximate coverage of KM per month is 2400)	KM	51200	6.90 (Not for LAR)	353280 (Not for LAR)
	Total				801780

Divisional Electrical Engineer (TR)
E.Co.Railway, Sambalpur.
For and on behalf of President of India.

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CHAPTER-I

(This chapter deals with explanatory note to Schedule of works)

EXPLANATORY NOTES

Item:1	**Per day lumsum charges for one road vehicle(Innova/Xylo/Scorpio/ Qualis/ TATA Sumo or similar) including driver with 24hrs availability**
	The price shall include (a) charges for rent of vehicle to move in each & every section (Angul-Sambalpur section, Sambalpur-Raipur section, Titlagarh-Rayagada section, Sambalpur-Jharsuguda section) and all along the railway line of the sambalpur division to monitor & inspect the electrification works and to attend break down sites.., (b) salary of vehicle driver, (c) maintenance charges of vehicle, (d) Road tax, (e) License fee, (f) permit fee, (g) fitness fee, (h) insurance charges, (i) any other charges levied by state/central govt.
Item:2	**Charges based on kilometer utilization of the vehicle (approximate no.of km, the vehicle is likely to be utilized per day on an average 80Km)**
	The price shall include (a) cost of fuel, (b) cost of lubricants like mobil, brake oil, coolant ect., required for running the vehicle (c) parking charges where required (d) Toll tax where required (e) any other misc. charges etc.

Note: The vehicle will run about 2400km per month on an average; this may vary depending on the requirement. Payment will be made for actual KM's run.

Divisional Electrical Engineer (Traction)
E. Co. Railway/ Sambalpur.
For and on behalf of President of India.

Mithun Chakraborty

East Coast Railway

Rly. Phone No: 62784(O)
P &T No: 0663-2533669

Office of the
Divl. Electrical Engineer. (Traction)
2nd Floor, DRM Complex, E. Co. Rly.
Po: Modipara, Sambalpur-768002
Date:13.04.2016

CORRIGENDUM

To
M/s Maa Kali Auto Parts,
Farm Road, Sambalpur

It is to inform you that the LOA issued to you against the work " Hiring of one road vehicle on contract basis for official use of DEE (TR)/SBP for period of 650 days" in which the issuing date mentioned as 04.12.2012 & now it is to be read as **04.12.2015.**

Mithun Chakraborty
Maa Kali Auto Parts
Farm Road, SBP

Divisional Electrical Engineer (TR)
East Coast Railway/ Smbalpur