

West Central Railway



GM Office (Commercial)  
WCR/JABALPUR

No. WCR/HQ/C/ST/Vehicle/12-15

Dated: 22.01.2013

**LETTER OF ACCEPTANCE**

**M/s. Mahima Travels,  
Sanjeevni Hospital Road  
Ramnagar Raddi Chowki Adhartal  
Jabalpur.  
Mo. No.9479465378,7489866568**

**Sub. : Hiring of Five (05) numbers of Taxi permit vehicles for Commercial Department of (HQ).**

Ref.: - Your offer for the above work dated 26.09.2012.

Consequent upon acceptance of Tender proceedings by the Competent authority on behalf of the President of India for hiring of 05 Nos. of Taxi permit Vehicles, I am giving the letter of acceptance is hereby issued subject to the observance of the following conditions:-

1. Five (05) Taxi permit vehicles to be made available to commercial department on hired basis on the Counter offer rates are as under:-

| S.N. | Type of Taxi permit vehicle                          | No. of vehicles | Counter offer rates   |   |
|------|--|-----------------|---|---|
|      |  |                 | For running within the limit of 1500/2000km (in Rs./month)    | For Extra running of more than limit of 1500/2000km per month, as the case may be (in Rs./km) |
| 1.   | 1500km/Veh. (12 hrs per day AC) Indigo               | One(1)          | Rs. 17,900/- (Seventeen Thousand nine hundred only )          | Rs. 10/- (Ten Rupees only)/km   |
| 2.   | 1500kms/Veh. (12 hrs per day AC) Indica              | Two(2)          | Rs. 17,900/- (Seventeen thousand Nine hundred only )          | Rs. 10/- (Ten Rupees only)/km   |
| 3.   | 2000kms/Veh. (12 hrs per day non AC) Indica          | One (1)         | Rs. 18,900/- (Eighteen thousand Nine hundred only )           | Rs. 09/- (Nine Rupees only)/km  |
| 4.   | 2000km/Veh. (24 hrs) /Tavera                         | One(1)          | Rs. 25.500/- (Twenty Five thousand Five Hundred hundred only) | Rs. 12/- (Twelve Rupees only)/km  |
| 5.   | Service Tax and other tax are inclusive in the rate. |                 |   |   |
| 6.   | Taxi permit vehicle to be provided.                  |                 |   |   |

**Note:** i).Item1, 2 & 3 -The vehicle will generally run during day time hours, however the vehicle shall be used during night time also, if need arises and in such cases no extra charges will be due for night working (Condition 7 of Special Conditions of tender schedule).

- ii) With regard to Item 1, 2 & 3 it has been mentioned by you that vehicles for 12 hrs duty Vehicles will be provided with one driver including one weekly rest. In this regard it is said that as per condition 5 of the Special condition of the tender schedule on account of Commercial nature of work vehicles will be required hence taxi permit vehicles must be provided and utilized on all working days and also on Saturdays, Sundays and holidays. Regulation of hours of employment and weekly rest of the driver/drivers is the primary responsibility of the contractor. The contractor shall be responsible for compliance with the provision of the hours of employment regulation in respect of the staff employed by him in the manner decided upon by the appropriate authorities (item 7, 12 of special conditions).
- iii). Item 4 of above table- It is reiterated that this Vehicle to be available on all seven days round the clock for 24 hrs as per the tender conditions.

2. **Hiring Period:** The period of hiring of the vehicle is 28 months. **Period of hiring shall start with effect from 1.02.13 Up to 30-04-2015.**
3. **Prices:** The total value of the contract is Rs.35,31,600/- (Rs. Thirty five lalh thirty one thousand six hundred only) including of all taxes, Taxi permit, Drivers, fuel, Maintenance and no any additional charge will be payable towards increase of Taxes/Rates of fuel/Maintenance/Driver etc.
4. **Condition of Contract & scope of work:** The work shall be carried as per the Railways specification, additional special conditions, general terms and conditions of the contract as corrected from time to time are also applicable.
5. **Vehicle:** - Item 30 of the Special condition of the tender schedule is reiterated. The vehicle shall not be older than 01-06-2011. If any vehicle found running older than 01.06.2011 than a penalty will be imposed at the rate of Rs. 500/- per day per vehicle for number of day's older vehicle used. Besides the vehicles should be in good condition as specified and condition applicable.
6. **Sales Tax and Other Duties:** In no circumstances Railway will be responsible for any type of Taxes/Duties as applicable by State/Central Govt, during the execution of work. How ever the commercial tax and income tax will be required from the bill as per extant rules and certificate to the extent amount required will be issued to the firm.
7. **Security deposit:** You will have to deposit Rs.1,76,580/- (Rs. One lakh seventy six thousand five hundred and eighty only) as a security amount within a period a seven (7) days from the date of issue of this letter for due fulfillment of the contractual obligation. This amount shall be kept as security amount for a minimum period of 28 Months without interest. The security deposited can be deposited by way of cash with Divisional Cashier Jabalpur or will be deducted from running bill.
8. **Performance Guarantee:** You will have to deposit Rs.1,76,580/- (Rs. One lakh seventy six thousand five hundred and eighty only) as a performance guarantee within a period of 15 days from the date of issue of this letter for due fulfillment of the contractual obligation. This amount shall be kept as security amount for a minimum period of 28 Months without interest.

9. **Transportation:** The cost of transportation of Material, fuel, driver, maintenance etc. shall be borne by the contractor.
10. **ITCC:** You have to submit current and valid ITCC, STCC etc as applicable from time to time, failing which payment shall not be made.
11. **Payment:** Every month one payment will be released subject to submissions of bill by the contractor and deductions of any recoveries, penalties Taxes etc. as per rule.
12. **Correspondence:** All the correspondence with regard to this work shall be made to Chief Commercial Manager, WCR Jabalpur.
- 13. Others:**
  - (a) This acceptance letter from a part of agreement and all the terms and conditions of this letter along with all terms and conditions, specification and scope of work mentioned in the tender schedule shall be binding on of the contractor. Till a formal agreement is drawn or executed this acceptance letter constitute legal and enforceable contract for the above named work.
  - (b) After complying with the above, you are requested to attend this office on any working day for signing the contract agreement within seven days from the receipt of this acceptance letter.
14. Driver should be provided with mobile phone.
15. In addition to these conditions other conditions as laid down, in the tender document GCC and SCC will be equally binding on the contractor.
16. Please acknowledgement the receipt of this letter, as a certificate of acceptance to do the work as per the above conditions.

**-Sd-**  
**( Devesh Soni )**  
**ACM(HQ)/WCR/JBP**  
**For CCM/WCR/JBP**  
**On behalf of President of India**

