

No. NHSRCL/MA/CPM/MUM/HOV/01/2021/2 *10mum 1836*

Date : 23.12.2021

### LETTER OF ACCEPTANCE

M/S. Shri Parshiv Logistics,  
304/9 Shree Saswant Co-Op-Hsg. Society,  
Mira Bhayandar Road, Mira Road,  
Thane – 400 101.

**Sub:** Hiring of vehicles for Mumbai -Ahmedabad High Speed Rail Project (MAHSR) in Maharashtra under Chief Project Manager, Mumbai.

**Ref:** i) Tender No. NHSRCL/MA/CPM/MUM/HOV/21-22/05  
ii) Technical Bid Opened on 08.11.2021  
iii) Financial Bid Opened on 06.12.2021

.....

Dear Sir,

- With reference to above, this is to notify that your financial bid opened on 06.12.2021 for "Hiring of vehicles for Mumbai -Ahmedabad High Speed Rail Project (MAHSR) in Maharashtra under Chief Project Manager, Mumbai" for an amount of Rs. 1,67,96,486.18 (Rupees One Crore Sixty Seven Lakhs Ninety Six Thousand Four Hundred Eighty Six and Paise Eighteen Only) (Inclusive of all Taxes), is hereby accepted by the Employer.
- The rate quoted by you and accepted by NHSRCL is as under :

| Sr. No. | Description of schedule | Estimated value (In Rs.)                | Accepted Rate                                               | Total quoted amount by the L-1 bidder (In Rs.) |
|---------|-------------------------|-----------------------------------------|-------------------------------------------------------------|------------------------------------------------|
| 1.      | Non Schedule Items      | 1,51,18,349.40 (Inclusive of all taxes) | 11.10% (Eleven Point Ten percent) above the estimated value | 1,67,96,486.18 (Inclusive of all taxes)        |

- The accepted BOQ is enclosed as Annexure – I. The scope of work, payment schedule and other terms and conditions shall be as given in the tender document.
- Date of commencement of the work will be from 01.01.2022.**
- Completion period of the work shall be 02 (Two) years i.e. from 01.01.2022 to 31.12.2023.**

Project office: 1105-1106, 11<sup>th</sup> Floor Universal Majestic, P. L. Lokhande Marg, Chembur (West), Mumbai-400043. Email: cpm.mumbai@nhsrcl

**नेशनल हाई स्पीड रेल कॉर्पोरेशन लिमिटेड**  
(केन्द्र सरकार एवं भाग लेने वाली राज्य सरकारों की संयुक्त क्षेत्र कंपनी)

**National High Speed Rail Corporation Limited**  
(A Joint Sector Company of Govt. of India and Participating State Governme

पंजीकृत कार्यालय: एशिया भवन, द्वितीय तल, रोड नं.-205 सेक्टर-9, द्वारका नई दिल्ली-110077

Registered Office: Asia Bhawan, Second Floor, Road No.-205, Sector-9, Dwarka, New Delhi-110077

+91-11-28070001/02/03/04 +91-11-28070150 psmd@nhsrcl.in

CIN No. U60200DL2016GOI291002

 /NHSRCL @nhsrcl www.nhsrcl.in

6. You are requested to submit the details of the vehicles/drivers to be deployed under the contract as mentioned in the tender document and also strictly adhere to the terms and conditions of the tender document failing which necessary action will be taken as per the general conditions of the contract. Also, submit the name, mobile number and e-mail id of a person to be contacted for execution of the said contract.
7. You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of the Contract, using for that purpose the Performance Guarantee Form included in Annexure to ITT.
8. All payments under the contract shall be made against your submission of invoice after supply of the vehicles on monthly basis as per the terms and conditions of the tender document.
9. The payment will be made to you on the item rate basis upon the receipt of the invoice from you and as certified by the user of the vehicles in accordance to the BOQ, enclosed.
10. NHSRCL shall be entitled to deduct Income Tax, GST/Other Tax as applicable at source from all payments due to you under the contract in accordance with the prevalent tax laws as applicable and rules made there under including any amendments or modifications thereof by Govt.
11. This Letter of Acceptance is being sent in duplicate and you are requested to duly acknowledge, sign & stamp each page of LOA by Authorised Signatory within one week of receipt of the same. Until a formal contract is prepared and executed, this Letter of Acceptance along with Bid shall constitute a binding Contract.
12. All terms and conditions contained in the tender document reference No. NHSRCL/MA/CPM/MUM/HOV/21-22/05 shall form integral part of the contract.

Thanking you,

Yours faithfully,  
For & on behalf of National High-Speed Rail Corporation Ltd,



S.S. Tomar  
Dy. Chief Project Manager/Civil/Mumbai

Copy to : DGM/Finance for information.  
DGM/Admn for information.

Project office: 1105-1106, 11<sup>th</sup> Floor Universal Majestic, P. L. Lokhande Marg, Chembur (West), Mumbai-400043. Email: cpm.mumbai@nhsrcl

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**Name of work : Hiring of vehicle for Mumbai - Ahmedabad High Speed Railway Project in Maharashtra under CPM/Mumbai.**

**BILL OF QUANTITIES (BOQ)**

| SN | LN       | Description of items                                                                                                                                                                                          | Unit            | Qty   | Rate      | Amount                |
|----|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------|-----------|-----------------------|
| 1  | 1/NS     | Hiring of Corolla Altis/Honda Civic/Skoda Octavia with driver, cleaner, fuel, including repairs etc. as and when required (local and outstation use 8 hrs and 80km)                                           | Vehicle /day    | 250   | 2,100.00  | 5,25,000.00           |
| 2  | 1/NS (a) | Charges for per extra Kms beyond 80Km for the vehicle provided under schedule item 1/NS above.                                                                                                                | KM              | 5000  | 17.00     | 85,000.00             |
| 3  | 1/NS (b) | Charges for extra hrs beyond 8 hrs per day for the vehicle provided under schedule item 1/NS above.                                                                                                           | Hr.             | 400   | 125.00    | 50,000.00             |
| 4  | 2/NS     | Hiring of Toyoto Etios/ Hyundai Xcent or similar with drivers, cleaner, fuel, including repairs etc. as and when required (local and outstation use 8 hrs and 80km)                                           | Vehicle /day    | 250   | 1,650.00  | 4,12,500.00           |
| 5  | 2/NS (a) | Charges for per extra Kms beyond 80Km for the vehicle provided under schedule item 2/NS above.                                                                                                                | KM              | 5000  | 15.00     | 75,000.00             |
| 6  | 2/NS (b) | Charges for extra hrs beyond 8 hrs per day for the vehicle provided under schedule item 2/NS above.                                                                                                           | Hr.             | 400   | 90.00     | 36,000.00             |
| 7  | 3/NS     | Hiring of Innova or equivalent for 2000 Kms per month with driver, cleaner, fuel including repairs etc. as per special conditions of tender. (upto 2000 Kms per month and upto 312 hrs. per month).           | Vehicle / Month | 72    | 60,770.00 | 43,75,440.00          |
| 8  | 4/NS     | Hiring of Ertiga /Maruti XL-6/Mahindra Marazzo for 2000 Kms per month with driver, cleaner, fuel including repairs etc. as per special condition of tender (Upto 2000 KM per month and upto 312 hrs per month | Vehicle / Month | 144   | 49,827.00 | 71,75,088.00          |
| 9  | 5/NS     | Charges for per extra Kms beyond 2000Kms for the vehicle provided under schedule item Nos. 3/NS & 4/NS above.                                                                                                 | KM              | 48000 | 11.00     | 5,28,000.00           |
| 10 | 6/NS     | Charges for extra hrs. beyond 312 hrs. per month for the vehicle provided under schedule item No. 3/NS and 4/NS above.                                                                                        | Hrs.            | 5000  | 82.00     | 4,10,000.00           |
| 11 | 7/NS     | Driver's allowance for night stay on out station duty                                                                                                                                                         | Day             | 300   | 408.00    | 1,22,400.00           |
| 12 | 8/NS     | Conveyance charges for late night morning duty between 24.00hours to 06.00 hours.                                                                                                                             | Day             | 2000  | 102.00    | 2,04,000.00           |
| 13 | 9/NS     | Extra payment for duty on sundays/holidays upto 12 hrs.                                                                                                                                                       | Day             | 800   | 500.00    | 4,00,000.00           |
|    |          | <b>Grand Total</b>                                                                                                                                                                                            |                 |       |           | <b>1,43,98,428.00</b> |
|    |          | <b>Add: 5% GST</b>                                                                                                                                                                                            |                 |       |           | <b>7,19,921.40</b>    |
|    |          | <b>Total Contract Value</b>                                                                                                                                                                                   |                 |       |           | <b>1,51,18,349.40</b> |
|    |          | Add : Contractor's quoted rate @ 11.10%                                                                                                                                                                       |                 |       |           | 16,78,136.78          |
|    |          | <b>Total Contract Value</b>                                                                                                                                                                                   |                 |       |           | <b>1,67,96,486.18</b> |





**EMPLOYERS REQUIREMENTS – FUNCTIONAL**

## EMPLOYERS REQUIREMENT – FUNCTIONAL

### 1. SCOPE OF WORK

|     |                                                                                                                                                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | Main scope of work is to Hiring of vehicles for Mumbai – Ahmedabad High Speed Rail Project in Maharashtra under Chief Project Manager, Mumbai. |
| 1.2 | Schedule A- This schedule includes non schedule items                                                                                          |

### 2. KEY DATES

The Key Dates are defined in to these Employer's Requirements is as follows:

|      |                                                                                              |                       |
|------|----------------------------------------------------------------------------------------------|-----------------------|
| KD-1 | Award of LOA                                                                                 | D                     |
| KD-2 | Mobilization of man and material                                                             | D + 15<br>(0.5 month) |
| KD-4 | Completion of all involved activities, report submission & approvals for all tendered works. | D + 2 years           |

### 3. SPECIAL CONDITIONS OF CONTRACT

- 3.1.1. The vehicles provided shall not be registered of more than 24 months older on the date of issue of Notice Inviting Tender.
- 3.1.2. The rates are inclusive of all major / minor repairs / maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, driver's salary and allowances required from time to time, duties, levies & insurance charges for inspection certificates, Incidental charges, penalties etc.as imposed by central / state / local govt. bodies for running of vehicle. Contract for hiring of vehicle is normally for 24 months.
- 3.1.3. The vehicles will be required generally for 12 hours every day, which will be normally be from 08.00 to 20.00 hrs. Vehicle shall be required for full calendar month including Saturdays and Holidays. Maintenance rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday either a compensatory maintenance rest will be provided or an extra amount of Rs. 500/- shall be paid in addition to normal payment. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant laws for which no extra payment will be made.
- 3.1.4. The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT. Charges if any will be on account of the contractor. The contractor shall provided all the details like name of the bank, address of the bank, branch code, IFSC code of the bank, type of the account, account No. contract No. for amount related queries etc.

- 3.1.5. qTenderer should provide 24 hrs. contracts number (Mobile Number) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having incoming and outgoing facility at contractor's own cost.
- 3.1.6. The vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence of the day. The Kms. Will be counted from designated stations.
- 3.1.7. Frequent changing of the driver or vehicle will not be permitted.
- 3.1.8. No accommodation will be provided to the driver of NHSRCL. He has to make his own arrangement for lodging and boarding.
- 3.1.9. The contractor shall be completely responsible for the safe running of the vehicle. NHSRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. NHSRCL will not provide any compensation in case of accidents, casualties etc.
- 3.1.10. Contractor shall have to maintain logbook in approved pre-format by Officer-in-charge which shall to be filled daily and presented to NHSRCL's authorized representative for signature. Timing and Kilometre reading shall be noted every day at the time of reporting at nominated place and release from place. No payment shall be made for any extra movement to and fro from garage /parking place or any other used by driver etc.
- 3.1.11. NHSRCL will not provide parking space of any kind, however, if officer desired vehicle should be parked in his residential premises.
- 3.1.12. Payment of hiring charges will be made on monthly basis on submission of bill and after the due verification of log books by the NHSRCL officials. The month shall be the calendar month i.e. from 1<sup>st</sup> to month end. The first and last bill may be submitted for part period if any, i.e. from the date of commencement to end of the month for 1<sup>st</sup> bill and from 1<sup>st</sup> to date of completion / extension for the last bill e.g. for a contract commencing on 11<sup>th</sup>, the 1<sup>st</sup> bill will be from 11<sup>th</sup> to month end and 1<sup>st</sup> bill will be from 1<sup>st</sup> to 10<sup>th</sup>.
- 3.1.13. INDEMNITY : The contractor shall at all times indemnify to the NHSRCL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.
- 3.1.14. That the Contractor agrees to indemnify to the NHSRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act. VIII of 1923 and the NHSRCL. Administration will be entitled to deduct from any sum of money payable to the Contractor the amount of compensation thus payable under the terms of section – 12 of the said act together with all or any cost incurred by the NHSRCL administration in such connection and the Contractor further agrees that the decision of the NHSRCL Officer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.

- 3.1.15. NHSRCL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- 3.1.16. Contractor shall no object for carrying small materials and other equipment etc. in the vehicle.
- 3.1.17. NHSRCL reserves the right to close the contract at any time without assigning any reasons thereof by giving a 7 days notice. Contractor shall not be entitled for any compensation in such eventuality.
- 3.1.18. Third party vehicles, if provided, a copy of agreement should be submitted to NHSRCL which shall include all the terms and conditions mention in this tender.
- 3.1.19. **Vehicle** - If vehicle is out of order OR fails during the trip OR under schedule maintenance, an alternate similar vehicle shall be made available, failing which penalty of Rs. 1000/- (Rupees One Thousand only) per day will be imposed and the expenditure incurred by the officer on making alternative arrangement will also be recovered from the contractor in addition to non-payment for the day at pro-rata basis.

**The vehicle provided by the contractor :-**

- a) Should be in good condition
- b) Should not be more than 24 months old at the time of issuing of the Tender Notice.
- c) Shall not have run more than 30,000 Kms at the time of placing in service. The decision of agreement signing authority will be final to certify the condition of the vehicle.

During the currency of the contract, vehicle cannot be used for any other purpose except of NHSRCL.

Vehicle should always be kept neat & clean from inside /outside. All seats must have good quality cover and washed or replaced frequently otherwise NHSRCL will not accept it.

The contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration No. chassis No. type of fuel i.e. diesel or petrol etc. The agreement will be considered operated from the date from which the vehicle is actually pressed into services.

The vehicle provided to NHSRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The issuance shall protect the contractor and NHSRCL against all risk, claims for loss, injuries, disability, disease and death of members of public including NHSRCL men and damage to the property of others arising from the use of vehicle during operations irrespective of the ownership of such vehicle.

Using the vehicle in Mumbai, Navi Mumbai or suburban areas of Mumbai, Thane, Vasai, Virar, Boisar, Mira Bhayander, Palghar, Dahanu & Dadra and Nagar Haveli etc. Out station may be considered beyond these areas.

- 3.1.20. **Driver** - During emergencies, the driver shall report for duty within 2 hours even in his off hours on call, failing which a penalty of Rs. 500/- will be deducted from bills.

Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in-charge holding valid tourist driving license and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of local routes of Mumbai and adjoining areas. All papers should be readily available with the vehicles like registration, PUC, permit for running the vehicles in Maharashtra etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.

Driver should have adequate amount with him during the travel for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.

Driver Should never be under the influence of alcohol during duty hours. Contractor shall replace the driver permanently in case of non-compliance.

Contractor has to submit the "**POLICE VERIFICATION**" of the driver with 15 days after award of the contract.

In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment will be made as per BOQ. However, working hours will be counted only upto the time when the vehicle is in use before the driver is permitted to take rest.

NHSRCL will not provide any accommodation to driver. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice. In general driver, along with the vehicle, may be required to report at the residence of the officer using the vehicle and which may be either in Mumbai, Navi Mumbai or suburban area of Mumbai such as Vasai - Virar, Mira Bhayander, Palghar, Dahanu & Dadra and Nagar Haveli etc

No change of driver/s shall be allowed without prior permission of NHSRCL. Regulatory verification of driver's conduct / character / antecedent as required are sole responsibility of the contractor.

The base station of the vehicle can be different and would be decided by NHSRCL from time to time.

The agency should strictly comply all the labour laws. NHSRCL shall not be responsible for any violation.

- 3.1.21. **RATES** - The rates quoted / negotiated if any by firm and accepted by NHSRCL shall be firm and final for entire period of the contract.

Applicable taxes shall be deducted at source as per extant rules.

- 3.1.22. **PENALTY** - The penalty for some of the defaults are as under :

- |                                                                                |   |                        |
|--------------------------------------------------------------------------------|---|------------------------|
| a) Late Reporting                                                              | - | Rs. 100/- per day      |
| b) Non-Reporting                                                               | - | Rs. 500/- per day      |
| c) Vehicle provided not as specification                                       | - | Rs. 500/- per day      |
| d) Refusal of duties by driver                                                 | - | Rs. 500/- per instance |
| e) Non-observation of dress code by driver                                     | - | Rs. 100/- per instance |
| f) Changes of drivers without prior intimation/<br>Providing improper drivers. | - | Rs. 500/- per instance |

In case of non-reporting the per day rent of vehicle on pro-data basis will be deducted apart of the above penalty. If vehicle is hired by NHSRCL officials for performing duties from open market, the charges will be recovered from the bill of the contractor.

4. The vehicle shall be provided with following necessary accessories / services:

4.1 Hand Sanitizer

4.2 Sanitization of vehicle on regular basis (Minimum twice a week)

4.3 Providing two water bottles bisleri and hand sanitizer against the vehicle provided under 1/NS and 2/NS of BOQ.

In case any of the above accessories / services are not provided by the contractor, the same shall be arranged by NHSRCL at the cost of the contractor which shall be subject to deductions from the contractor's running bill.

5. **Tenderer must be a registered firm having license to operate business of Road Transportation.**  
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Signature Not Verified

Digitally signed by Sanjeev Nagaich  
Date: 2021.12.27 12:56:12 IST  
Location: eProcurement System for  
Central PSUs