



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

OFFICE OF PROJECT DIRECTOR / PATNA METRO

NO: DMRC/Patna Metro/98/Pt-1/22-23

Date: 14.02.2022

To,
M/s RAVI TRAVELS
1ST FLOOR, PANDUI PALACE,
BORING ROAD, BUDHA COLONY,
PATNA, BIHAR-800001
Email Id: ravi.tour.travels@gmail.com

LETTR OF ACCEPTANCE

Sub: Hiring of vehicle on monthly/daily basis for Thirteen (13) Months for newly joined officers & Staffs posted at Patna for Patna Metro Work.

Ref: i) Your online tender submission on e-tendering portal for the subject work dated 31.01.2022.
ii) Opening of financial bids online on 04.02.2022 @ 16:15 Hrs.

Dear Sir,

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for the above mentioned work, for a total amount of **Rs.1,00,79,752.64/- inclusive of all taxes (Rupees One crores Seventy Nine thousand Seven hundred Fifty Two and Sixty Four paisa Only)** as per the enclosed BOQ and terms & condition said work has been accepted by the competent authority.

1. The period of the said work will be 13 months from 17.02.2022.
2. The Contractor is required to follow the rates on given in the Bill of Quantities.
3. The Above rates are inclusive of all taxes and fuel/ lubrication, maintenance of vehicle, wages of driver, uniform, permit fees, insurance of vehicle, state taxes etc. However, parking charges, toll taxes (for toll roads), state entry tax, other state tax if any, paid by the agency will be reimbursed on the production of valid original receipts & documentary evidence of payment along with monthly bills duly signed by users.
4. Minimum date of Registration of vehicle shall be 2019 (for monthly basis vehicles and daily basis vehicle).
5. The contractor shall be required to provide taxis/cars/vehicles on hire basis as and when required. The contractor will be required to provide the Services at a notice which in normal circumstances will be a minimum period of 24 hrs. However, in emergency, vehicles may be required at shorter notice. The contractor shall be required to provide Services as and when required at the desired address. The vehicle hired on monthly basis as mentioned in Schedule A of BOQ shall run minimum 18 days in a month otherwise (if run less than 18 days) recovery shall be made on pro-rata basis.



[Signature]
14/2/2022

6. The contractor shall provide monthly cars at the desired location (as mentioned below) on all the working days including holidays, if required by the users of the car. The contractor shall provide quality and uninterrupted Services by sending the car for periodical servicing, pollution check preventive repair and maintenance for which replacement of the fixed monthly car will be given by the contractor without any extra cost to the DMRC.

Location of the DMRC offices and residence of the officers of the DMRC at present:

- a) DMRC Ltd, 1st Floor, Tower-B, Sai Corporate Park, Bailey Road, Patna
 - b) DMRC Ltd, 7th Floor, Indira Bhawan, Sri Krishna Puri, Patna
 - c) DMRC Guest House, Sheikhpura House, Near Sheikhpura More, Patna.
 - d) All project sites, depots, residences and other areas spread across the Patna and nearby Region.
7. No extra garage to garage/dead mileage and time will be given. If the garage/office is located outside Patna, no incidental expenses like toll, state entry tax, etc., if any, will be paid by DMRC.
8. The contractor will have to ensure that car is filled with sufficient fuel before it reports on duty to DMRC. The driver will not be allowed to fill fuel in the car immediately after reporting and/or during normal working hours.
9. The contractor will be required to provide with each driver a petty cash of Rs. 1,000/- (Rupee one thousand only) to meet the on-the-way/contingent expenses like parking, toll, state entry tax, etc. in case of local running and sufficient cash in case of out station duty.
10. Allocation of the fixed monthly and day to day car booking will be as per requirement of the company and subject to certification by Engineer-in charge. The contractor will be ordered to provide fixed monthly and day to day cars at different offices of the company and at the residences of officers residing at Patna.
- 11. Compliance of all statutory laws, regulations, labour laws (eg. Minimum wages, EPF & ESIC etc) royalties etc. as applicable shall be done by the agency.**
12. The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employees employed by him and also of passengers.
13. All the vehicles shall be supplied at Patna (Bihar) only.
14. The rate offered shall be inclusive of all item related arrangements and inclusive of all taxes and duties viz. GST Income Tax, etc. and shall not be adjusted to take into account any change in taxes, duties. levies or introduction of any new tax. Nothing shall be paid extra on this account.
15. Payment shall be made on submission of Running bill along with original GST invoice, signed Log Book and other required documents to the satisfaction of Engineer-in-charge Tax Deduction at Source on account of the monthly bill shall be deducted by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.

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16. DMRC has right to cancel above work order at any time.
17. The contractor will be required to strictly adhere to the terms and conditions of the contract and provide the quality hired car services in the offices of DMRC in Patna. If, hired car services are not found within the scope of Work of Services of the tender, fine will be levied.
18. The Contractor shall also indemnify DMRC against any claims, damages, loss or penalty including cost thereof arising out of any breach or violation of any of the provision of all the laws, including labour laws as applicable from time to time, governing the workers employed and vehicle deployed by contractor's company.
19. You are requested to contact **Sh. Saurabh Kumar, XEN/3A** immediately for further necessary action in this matter and start the work.

The letter of Acceptance is being sent to you in Duplicate. It is requested to return one copy clearly stating Unconditional Acceptance within Seven (07) Days of receipt of this letter.

Thanking you

Yours faithfully,

[Signature]
14/02/2022

(Arvind Kumar)
Sr.DGM/Civil/Patna

- Encl:**
- (i) One copy of this letter in duplicate
 - (ii) Bill of Quantities (03 Pages)
 - (iii) Penalty Clause (02 Pages)



Copy to:

- i) PD/PM-I & PD/PM-II -for kind information please.
- ii) JGM/Fin./Patna - for kind information and records please.

PENALTY CLAUSE

- a. In the event of any complaint and/or non fulfilment of any of the terms of agreement, non-submission or delay in submission of any requisite information/ documents, poor quality of work. The decision regarding fine and imposing of fine on non-rectification of defects is solely under the discretion of the officer-user of vehicle. The fine so imposed shall be realized by deducting the amount from pending bills or otherwise including security deposit. For the purpose of acceptance of a complaint, a written complaint from any section head will be a valid document. It will be responsibility of the contractor to prove it to the entire satisfaction of the employer that the penalties need not be imposed. The decision of the employer in this regard will be final and binding to the contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt, fast and reliable SERVICE to the various departments of DMRC.
- b. Contractor would ensure that all the staff employed by him would behave courteously and decently with employees of the employer and also ensure good manners. Any case of violation in this regard may render contractor liable for fine as mentioned below. Contractor will have to remove the person/ driver concerned on the instructions of the Engineer in such cases.
- c. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as & when required.
- d. No payment shall be made against the bills pertaining to journey, where any complaint with regard to quality of the car is received from the user. In this regard the decision of engineer shall be final and binding on the contractor.
- e. The below mentioned fine shall be imposed on contractor and same shall be deducted from contractor's monthly bill and no where may it be constituted that it has been imposed on individual contractor staff/ personnel.
- f. The contractor will be required to strictly adhere to the terms and conditions of the contract and provide the quality hired car services in the offices of DMRC in Patna. If, hired cars services are not found within the Scope of Work/ Scope of Services of the tender, Fine will be imposed as under:



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PENALTY CLAUSE

S. No.	Description	Fine
	Fixed monthly and day to day bookings	
(i)	If at any occasion, it is ascertained that vehicle is older than 2019 model (year of registration) in case of monthly vehicle and older than 2019 model (year of registration) in case of daily basis vehicle.	Older than this specification/ model (year if registration):- 1 year older 10% 2 year older 20% 3 year older 30% 4 year older 50% The said % of the payment will be deducted for that particular number of day(s). If no. of days in a month, when vehicle provided is not up to the specified model (year of registration) are more than 5 days no payment will be made for the entire month for that particular vehicle.
(ii)	If monthly vehicle is not sent on any day for whatever reason	Rs. 1000/- will be imposed on daily basis.
(iii)	Driver's misbehaviour such as abusing, physical intimidation or similar with the user	Rs. 1000/- on 1 st instance, Rs. 5000/- on 2 nd instance, Replacement of driver on 3 rd instance
(iv)	Excess claim of mileage	Rs. 1000/- on 1 st instance, Rs. 5000/- on 2 nd instance, Termination of vehicle on 3 rd instance
(v)	Meter tampering resulting in fast meter	Rs. 10000/- on 1 st instance & termination of contract on 2 nd instance
(vi)	Any other deficiencies found in Hires car/ Hired car services	Rs. 500/- will be imposed on daily basis
(vii)	Driver found under influence of intoxication/drunken state	Rs.1000/- and to be changed/removed immediately
(viii)	In the event of non-satisfaction of the user (either because of driver or because of vehicle) driver or vehicle, as the case may be, needs to be changed within five days. Failing which order of the vehicle for that particular user will be withdrawn from that contractor and will be given to other contractor.	



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BILL OF QUANTITY

Contract No: DMRC/TPT/Patna Metro/2021: Hiring of Vehicles on Monthly/Daily basis for Thirteen (13) Month for officers and staff posted at Patna for Patna Deposit Works

S.No	Schedule	Description	Amount (In Rs.)	Remarks
1	Schedule A	Hiring of Vehicles on Monthly Basis	9,068,350.53	
3	Schedule B	Vehicles Hired on Daily Basis	1,011,401.88	
Total Amount Including GST@5%			10,079,752.42	

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SCHEDULE A (Monthly Basis)

Contract No: DMRC/TPT/Patna Metro/2021: Hiring of Vehicles on Monthly/Daily basis for Thirteen (13) Month for officers and staff posted at Patna for Patna Deposit Works

S.No	Category	Description	Schedule - A (Monthly Basis)			
			Rate (In Rs.)	Quantity	Amount (In Rs.)	Remarks
1	Hatchback Cars on Monthly basis for Non-AC Vehicle (non running of AC), 10 hrs Duty per day for 25 days in a month, Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Santro Wagon R etc. or any other similar vehicle - 1500KM (Non AC)	Charges for Month per vehicle	32,103.74	2	₹ 64,207.48	
		Extra Charges per vehicle per km (over and above limit specified for each category)	8.50	750	₹ 6,375.38	15kms/day for 25 days for 02 vehicles in a month
		Extra Hour (per vehicle per hour) over and above 10 Hrs duty per day	47.13	150	₹ 7,069.50	3Hrs /day for 25 days for 02 vehicles in a month
2	Hatchback Cars on Monthly basis for Non-AC Vehicle (non running of AC), 10 hrs Duty per day for 25 days in a month, Indica, Toyota Liva, Hyundai i-10, Ritz, Swift, Santro Wagon R etc. or any other similar vehicle - 2000KM. (Non AC)	Charges for Month per vehicle	31,202.70	13	₹ 405,635.10	
		Extra Charges per vehicle per km (over and above limit specified for each category)	10.46	4875	₹ 50,971.12	15kms/day for 25 days for 13 vehicles in a month
		Extra Hour (per vehicle per hour) over and above 10 Hrs duty per day	44.76	975	₹ 43,641.00	3Hrs /day for 25 days for 13 vehicles in a month
3	Hatchback Cars on Monthly basis for Non-AC Vehicle (non running of AC), 24 Hrs duty for entire month, Indica, Toyota Liva, Hyundai i-10, Ritz, Swift etc. or any other similar vehicle- 24 Hrs Duty for entire month - 3000 Km (Non AC)	Charges for Month per vehicle	45,683.15	1	₹ 45,683.15	01 Extra Pool vehicle for Electrical Department
		Extra Charges per vehicle per km (over and above limit specified for each category)	10.46	450.00	₹ 4,705.03	15kms/day for 30 days for 1 vehicles in a month
		Extra Hour (per vehicle per hour) over and above 10 Hrs duty per day	-	0	₹ 0.00	-
Schedule A for 01 Month					₹ 628,287.76	
Schedule A for Period of 13 months					₹ 8,167,740.87	
Schedule A for Period of 13 months including GST@5%(INR)					₹ 8,576,127.92	
Quoted @8.95% above					₹ 9,343,691.36	
Rebated @2.95% above					₹ 9,068,350.53	
Total of Schedule A					₹ 9,068,350.53	



Sd/-
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Schedule B (Daily Basis)

Contract No: DMRC/TPT/Patna Metro/2021: Hiring of Vehicles on Monthly/Daily basis for Thirteen (13) Month for officers and staff posted at Patna for Patna Deposit Works

S. No.	Category	Description	Rate	Quantity	Amount (In Rs.)	Remarks
1	Hatchback Car- Indica, Toyota Liva, Hyundai i10, Ritz, Swift, Santro, Wagon-R, etc. or any other similar Vehicle (Non-A/C)	Charges for 40 Km for 5 hrs. Per vehicle (INR)	606.05	8	₹ 4,848.40	2 Vehicles for 4 days in a months
		Charges for 80 Km for 10 hrs. Per vehicle (INR)	1,077.03	40	₹ 43,081.20	10 Vehicles for 4 days in a months
		Extra Charges per Km per vehicle (Over Specified limit 40/80 km)	10.46	480	₹ 5,020.80	12 vehicles for 4 days in a month for 10 Km
		Extra Charges per Hour per vehicle (Over Specified Hrs)	44.76	144	₹ 6,445.44	12 vehicles 4 days in a month for 3 Hrs
		Per night Charges per vehicle	179.06	8	₹ 1,432.48	2 vehicle's for 4 night in a month
2	Sedan Car- Swift Desire, Accent, Indigo, Toyota Etios, Honda Amaze, etc., or any other similar vehicle (A/C)	Charges for 40 Km for 5 hrs. Per vehicle (INR)	923.94	3	₹ 2,771.82	01 Vehicles for 03 days in a month
		Charges for 80 Km for 10 hrs. Per vehicle (INR)	2,257.00	2	₹ 4,514.00	01 Vehicles for 02 days in a month
		Extra Charges per Km per vehicle (Over Specified limit 40/80 km)	13.26	60	₹ 795.60	02 Vehicles for 03 days for extra 10 Km in a month
		Extra Charges per Hour per vehicle (Over Specified Hrs)	44.76	18	₹ 805.68	02 Vehicles for 03 days for extra 3 Hrs in a month
		Per night Charges per vehicle	179.06	2	₹ 358.12	1 Vehicles for 02 nights in a month
Schedule B for 01 Month					₹ 70,073.54	
Total of Schedule B for Period of 13 months					₹ 910,956.02	
Schedule B for Period of 13 months including GST@5%(INR)					₹ 956,503.82	
Quoted @8.95% above					₹ 1,042,110.91	
Rebated @2.95% above					₹ 1,011,401.88	
Digitally signed by Suman Sarkar						
Date: 2022.02.14 12:43:43 IST						
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Signature Not Verified

Digitally signed by Suman Sarkar

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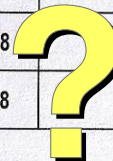
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Rebated @2.95% above

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Suman Sarkar
8/2/22