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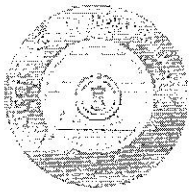

Office of the
Sr.Divisional Electrical Engineer
East Coast Railway, Khurda Road
PO: JATNI, Dist: KHURDA
ODISHA, Pin 752050

E.Co.Railway

No. KUR/EL/W/488/05/Bed Roll & ONCS/PUI/CID/179 Dt: 29.05.2017

To
M/s. City Infradevelopers Private Limited,
At: Red Cross Road, In front of IDH Hospital,
PURI, Odisha, PIN-752 002

(LETTER OF ACCEPTANCE)

Dear Sir/s

Sub: Name of the work- Bed roll services & other non commercial services in AC Coaches of Train No: 22890/22889 (Puri-Digha Sup Exp), 18473/18474(Puri-Jodhpur Exp), 22827/22828(Puri-Surat Exp), 2859/22860(Puri-Chennai Exp), 22883/22884(Puri-Yesvantpur JN Garib Rath Exp), 18407/18408(Puri-Sainagar Shiridi Exp), 18421/18422(Puril-Ajmer Exp), 08403/08404(Puri-Santragachi JN Special) at PUI Coaching Depot for 01 (One) year.

Ref : i) Tender Notice No. e-Tender-Elect-G-13-16
ii) Your offer opened on dt.06.02.2017 & Negotiated offer dtd. 16.05.2017

****

In reference to tender notice cited above, your above referred negotiated offer has been accepted within the following rates, terms and conditions. This document contain schedule of work, price & quantity, calculation for escorting hours, details of work schedule with Special Conditions of Contract Part-I, Part-II, Part-III & Part-IV as per Annexure-A,B,C,D, E, F and G respectively.

Accepted Rate

Sl. No.	Description of work	Description of schedule	Approx. Basic cost	Accepted Rate	**Accepted Value**
1	Execution of all works as per details in Schedule.	Sch-A	**₹ 54,65,313/-**	20% (Twenty percent) Above the basic value shown against the Sch- A	**₹ 65,58,376/-**
2		Sch-B	**₹ 13,99,666/-**	At Par with the basic value of schedule B	**₹ 13,99,666/-**
3	**Total**		**₹ 68,64,979/-**		**₹ 79,58,042/-**

1. In Schedule-A the increase in minimum wages during the currency of the contract will be reimbursed to the contractor on submission of documents related to proof of payment to the labourers at revised rate in terms of the revised Minimum Wage Rate circulated by Dy.Chief Labour Commissioner (Central), Bhubaneswar from time to time. The base rate is calculated on the basis of wage rate circulated by Ministry of Labour & Employment to Govt. of India w.e.f 01.10.2016.
2. In Schedule B which consists of Service Tax, EPF and ESI will also be reimbursed on actual basis on documentary proof.

Received
Contractor
City Infra Developers
Managing Director

29/05/17
DEE/G/KUR at BBS

Terms & Conditons

1.	**Total value of the work**	₹ **79,58,042/-** (Rupees Seventy nine lakh fifty eight thousand forty two only) which is 20% Above on Schedule-A & At Par with Schedule-B of the tender value.
2.	**Taxes and Levies**	The contractor shall bear all taxes and royalties levied by state government and Central government from time to time as per para.2.14 & 2.32 of special condition of contract Part.II (Annexure-E) and para 3.5.3 of Special condition of Contract Part.III (Annexure-F) of LOA.
3.	**Commencement and Period of contract**	The work is to be **commenced from 16.06.2017** as per para 3.15 of special condition of contract part.III (Annexure-F) and should be completed within 01 (One) Year from the date of commencement i.e, 15.06.2018. Before commencement of work, the procedure as laid down in clause No.1.5 of Schedule of Work (Annexure-C) of LOA should be followed.
4.	**Performance guarantee**	An amount of ₹ **3,97,902/-** (Rupees Three lakh ninety seven thousand nine hundred two only) is to be deposited towards Performance guarantee as per Clause No.2.43 of Special condition of contract Part.II (Annexure-E) of LOA
5.	**Security deposit**	The Security Deposit against the contract stands at ₹ **3,97,902/-** (Rupees Three lakh ninety seven thousand nine hundred two only) out of which you have deposited ₹ **1,37,300/-** (Rupees One lakh thirty seven thousand three hundred only) vide online transaction ID NE 158973/CKB5565655, dtd.05.02.2017 towards E.M.D. Balance amount of ₹ **2,60,602/-** (Rupees Two lakh sixty thousand six hundred two only) is to be deposited before commencement of the work as mentioned in para 2.42 (b) of Special Condition of Contract Part.II (Annexure-E). The SD shall be released after expiry of warranty period and after passing of final bill based on "No claim & guarantee obligation certificate" in terms of clause No. 2.42 (c) (Annexure-E) of LOA.
6.	**Bank Guarantee (B.G) for handled linen.**	**Bank Guarantee (B.G)** amounting to ₹ **26,38,293/-** (Rupees Twenty six lakh thirty eight thousand two hundred ninety three only) is to be deposited within 30 days towards handled linen as per Clause No.2.44 of Special condition of contract Part.II (Annexure-E) of LOA
7.	**Schedule of work, Quantities & rates**	The schedule of work with quantities & rates, calculation for escorting hours and details of work schedules is defined in Annex-A, B and C. All the requirements mentioned in Annex-A, B, C, D, E, F & G of LOA are to be fulfilled.
8.	**Terms of Payment**	The terms of payment as mentioned in clause No.3.5 of Special Conditions of Contract Part-III (Annexure-F) of LOA is applicable.
9.	**Employment of Staff & Wages**	As per clause No.16 of Special Conditions of Contract Part-I (Annexure-D), the wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT and Labour laws as amended from time to time.

	TERMS & CONDITIONS	All the terms and conditions governing this contract shall be those set forth in the Railway Tender documents on which you have submitted your offer for above work and also as SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES ARBITRATION & CONCILIATION ORDINANCE 1996, PROVISION OF CONTRACT LABOUR (REGULATION AND ABOLATION) ACT 1970 corrected up to date and accepted by you without any deviations.
11.	**Consignee**	The consignee for the work is SSEE/AC/PUI. He may be contacted for any instructions/advises in regards to the commencement/executions/ progress of work under his jurisdiction
12.	**Quantity Variation Clause**	The quantity variation clause shall be applicable as mentioned in clause 2.39 of Special Condition of Contract Part.II (Annexure-E)
13.	**Agreement**	Until a formal Agreement is executed this acceptance letter shall constitute a binding contract between the Railway Administration and the contractor subject to modification as may be mutually agreed to.
14.	**Dispute**	Any dispute arises out of this contract, the Railway's decision is final
15.	**LOA**	LOA with schedule and other relevant papers are hereby sent in TRIPLICATE. You are requested to retain one copy for you & return back balance TWO copies duly signed with seal at the bottom left side of all pages as a token of acceptance and confirming that the above conditions are fully understood.

Please acknowledge receipt of this letter.

Encl: 24 pages

Divnl. Electrical Engineer(G)/KUR at BBS
East Coast Railway/Khurda Road
For and on behalf of President of India

Contractor

Copy to: Chief Electrical Engineer, Chief Vigilance Officer/ECoR/BBS for information please.
Copy to: Sr.DFM/KUR for information.
Copy to: Sr.Divisional Audit Officer, Khurda Road for information.
Copy to: SSEE/AC/PUI for information and necessary action.

ANNEXURE "A"

EAST COAST RAILWAY

Name of the **Work**: Bed roll services & other non commercial services in AC Coaches of Train No: 22890/22889(PURI-DIGHA SUP Express), 18473/18474(PURI-Jodhpur Express), 22827/22828(PURI-Surat Express), 22859/22860 (PURI-CHENNAI Express), 22883/22884(PURI-YESVANT PUR JN Garib Rath Express), 18407/18408(PURI-SAINAGAR SHIRIDI Express), 18421/18422(PURI-AJMER Express), 08403/08404(PURI-SANTRAGACHI JN special) at PUI Coaching Depot for 01 (one) year."

SCHEDULE OF WORK, PRICE & QUANTITY

Schedule A

Sl.No	Description of work	Qty	Unit	Unit Rate ₹	Total Amount in ₹
1	Bed roll services & other non commercial services in AC Coaches of Train No: 22890/22889 (Puri-Digha Sup Exp), 18473/18474 (Puri-Jodhpur Exp), 22827/22828 (Puri-Surat Exp), 2859/22860 (Puri-Chennai Exp), 22883/22884 (Puri-Yesvantpur JN Garib Rath Exp), 18407/18408 (Puri-Sainagar Shiridi Exp), 18421/18422 (Puril-Ajmer Exp), 08403/08404 (Puri-Santragachi JN Special) at PUI Coaching Depot for 01 (one) year.	174890	Escorting Hour	31.25	54,65,313
Total basic wage for one year					54,65,313

SCHEDULE-B:Service Tax, EPF, ESI

Sl no.	Description of work	Total Amt. in ₹
1	Service tax @15% on 50% of Total basic wage for one year of Sch-A	4,09,898
2	EPF @ 13.36% Total basic wage for one year of Sch-A	7,30,166
3	ESI @ 4.75%Total basic wage for one year of Sch-A	2,59,602
	Total of Schedule-B for one year	13,99,666

Summary

Total of Schedule-A	₹ 54,65,313
Total of Schedule-B	₹ 13,99,666
Grand Total	₹ 68,64,979

ANNEXURE "B"

CALCULATION SHEET FOR ESCORTING HOURS

DEPOT-PURI

Sl No	Train No	Train Name	Depot	No. of services in week	Base Dep time(Hour:Minute)	Destn Arr Time(Hour:Minute)	Duration(Hour:Minute)	Destn Dep time time (Hour:Minute)	Base arr Time (Hour:Minute)	Duration(Hour:Minute)	Journey hours Ex base depot to destination & Back i.e Total Travel time(Hours: Minute)	Total Travel time in Hour(minutes converted to fraction of hour as 60 minute =1 hour)	No of escorting staff required to be outsourced	No of trips per Annum	No of escorting staff trips per annum	No of escorting working hours per annum (column-9 X column-12)	No of escorting working hours per annum(rounded off)
1	2	3	4	5	6			7			8	9	10	11	12	13	14
1	22890/ 22889	PURI-DIGHA SUP Express.	PUI	1	23:45	09:25	9:40	17:15	03:10	9:55	19:35	19.58	3	52	156	3054.48	3054
2	18473/ 18474	PURI-Jodhpur Express	PUI	1	15:00	12:10	45:10	14:00	10:20	44:20	89:30	89.50	7	52	364	32578.00	32578
3	22827/ 22828	PURI-Surat Express	PUI	1	19:45	03:20	31:35	08:30	16:10	31:40	63:15	63.25	5	52	260	16445.00	16445
4	22859/ 22860	PURI-CHENNAI Express	PUI	1	17:30	14:55	21:25	16:25	14:55	22:30	43:55	43.92	3	52	156	6851.52	6852
5	22883/ 22884	PURI-YESVANT PUR JN Garib Rath Express	PUI	1	15:00	20:00	29:00	22:40	05:40	31:00	60:00	60.00	16	52	832	49920.00	49920
6	18407/ 18408	PURI-SAINAGAR SHIRIDI Express	PUI	1	22:45	07:30	32:45	13:55	21:40	31:45	64:30	64.50	7	52	364	23478.00	23478
7	18421/ 18422	PURI-AJMER Express	PUI	2	22:45	21:10	46:25	17:10	18:15	49:05	95:30	95.50	4	104	416	39728.00	39728
8	08403/ 08404	PURI-SANTRAGACHI JN special	PUI	1	21:25	06:45	9:20	19:10	04:00	08:50	18:10	18.17	3	52	156	2834.52	2835
	Total															174889.52	174890

Note: The above details are indicative but not exhaustive. During the course of execution, the trains, Service days, increase/decrease of coaches, etc(i.e the different variables on which escorting staff working hours has been calculated). may be changed. Accordingly escorting staff working hours increase/decrease.

ANNEXURE "C"

SCHEDULE OF WORK

1. List of escorting staff for Bed Roll service and other non commercial services in AC Coaches.
2. Report to AC in-charge staff one hour before the scheduled departure of the train.
3. Duties of contractual AC Coach Attendants:

Commercial Duties:

1) To appear in prescribed uniform, and have his badge fixed on it to be easily identified by the traveling public.
2) To be present one hour before the scheduled departure of the train
3) To carry out such other duties as may be assigned to him from time to time by Conductor.
4) To accommodate passengers joining enroute under the supervision/direction of the Conductor of the coach
5) Serving wake up call to the passengers at night (Who are detraining enroute)
6) Check passengers carrying inflammable articles in the coach and assisting ACCI/Conductor in dealing with such passengers.
7) To ensure that the water tanks are filled with water and all fittings for supply and use of water in the bathrooms are intact and in good working order
8) To collect linen, blankets, hand towels etc., from the concerned authorities at the train originating station and keep them in his safe custody.
9) To supply linen etc., to the passengers at their boarding stations and to collect them back at the end of their journey.
10) To keep accountal of all linen, blankets, hand towels etc., and return them back to the concerned authorities on arrival at the base depot.
11) To collect passenger feedback on linen as per the format sheet provided by the concerned authorities and to handover filled feedback forms back to concerned authorities on arrival at the base depot.
12) To exercise care about safe keeping of linen, blankets, face towel set in respect of soiling by water, fire hazard and theft while taking over & during the journey till they are returned back to base depot.
13) During emergency situations the ACCA shall assist the passengers in rescue and relief operations and to mitigate their sufferings. They shall also assist Railway staff in rescue and relief operations and also use fire extinguishers in case of need.
14) To keep the compartments locked when the train is on the run and open as and when required
15) To assist passengers in obtaining food/refreshments/drinking water and look after their convenience generally
16) To take special care of the old aged/disabled passengers and children.
17) To prevent entry of beggars, hawkers, unauthorized passengers and heavy luggage inside the coach especially in the corridors and to keep the corridor and space near doors and bathrooms free from obstruction.
18) To be alert and keep watch on the corridor of the coach from the Attendant seat during nighttime. On noticing movement of any suspicious persons or the presence of any abandoned/suspicious articles in the coach, the ACCA shall at once inform the same to the ACCI/Conductor/RPF/GRP and help them to deal with Commercial situation.
19) To keep the berths/seats of compartments properly closed at regular intervals by personally dusting the same.
20) Check for carriage of inflammable material like firecrackers, alcoholic drinks, gas cylinders, petrol/kerosene/diesel, oils, paints, lubricants, stove, grease, etc.
21) Check for consumption of alcohol, throwing lit cigarette/beedi buds or extinguishing them on coach body or inserting them into FDB, RJB or other openings in coach body.
22) Check for any suspicious activity/object by passengers/vendors etc.
23) Keep themselves familiar with the use of fire extinguishers and they must use the fire extinguishers immediately if they notice any fire on coach.
24) They should be polite and courteous towards passengers.
25) They must be available in nominated coaches.
26) In case of failure in non–AC coach they should take whatever action possible for providing comfort and safety to passengers.
27) In case of emission of smoke or any failure, they must behave responsibly and advice passengers not to panic and guide them properly, before the problem aggravates.

Note: In case of any abnormality as stated above, the same must be immediately reported from their mobiles to the Railway nominated officer in-charge Sr.DEE/G/KUR-08455887300, DEE(Chg)/PUI-08455887301, Supervisors (SSE/AC/Coaching complex/PUI-08455889318) & Electrical Control(G)/KUR (08455887304).

Technical Duties:

- Responsible for working of all internal electrical fittings in the coach provided for the comfort and safety of passengers are in working order
- To assist the AC coach in-charge in pre-cooling the coach and while providing emergency feed through cable (70 Sqmm for DC through feeding/3Ph16 Sqmm for AC through feeding).
- To assist the AC coach in-charge in rectification of faults in the AC coach equipments en-route
- To remain with the AC coach when it is detached en-route due to sick marking till the coach is made fit and moved to the base depot.
- Ensure working of WRA as per instruction of ACCI/ACCM.
- The ACCA working in train shall be under the overall control of AC coach in-charge on duty. Follow the instructions of ACCI/ACCM and the coach conductor scrupulously. Any compliant of coach conductor and ACCI will be viewed very seriously including termination of contract
- To carry out any other duties related to AC Coach, as may be assigned to him from time to time by ACCI/ACCM.

1.3 DUTIES OF COACH ATTENDANTS/AC STAFF DURING ACCIDENT

a. Immediately after occurrence of a serious accident the coach attendant/ AC staff should work under the guidance of the Train Conductor/ Train Superintendent.

DONTS FOR ALL ON BOARD STAFF.

a) Do not leave the site of accident till replaced by a competent staff.
b) Do not take up your uniform under any circumstances.
c) Do not hazard any guess on the cause of the accident or make any references, which will cause embarrassment, or invite ridicule for the railways.

1.4 The contractual ACCAs shall report to Railway nominated supervisor in-charge for sign on not less than 1(one) hour before the scheduled departure of the train from originating station. The ACCAs shall sign off not before 1 (one) hour after the arrival of the train at destination station. The sign on/sign off period of 1 hour each shall not be counted as duty hours.

1.5 The contractor should submit the following documents to DEE(Chg)/Puri pertaining to the staff before commencement of the contract and within 15 days from the date of L.O.A. (a)Full names of the staff, (b)Passport size Photograph, (c)Permanent & Temporary Residential address with telephone No. if any, (d)Copies of educational qualifications duly attested, (e)Copies of certificates of age, experience, (f)Fitness certificates issued by Govt., Civil Hospital, (g)Police verification certificates for each employee who are proposed to be engaged. (h) Photo copy of voter identity card or adhar card for each employee who are proposed to be engaged.

1.6 The contractor's staff shall not carry or display or exhibit any kind of advertisement on his person or in the coach.

1.7 Contractor's staff shall not consume any Alcoholic drinks or narcotic/drugs while performing duty. If any staff are found to have consumed narcotic/drugs or alcoholic drinks and such staff will not be permitted for future work. The staff will be dealt accordingly to Railway Laws in force from time to time. To establish the drunkenness, the contractor's staff will be directed to nearest crew lobby for breath-analyzer test and report of crew controller is final and binding on the contractor.

1.8 Before engaging the service staff, contractor should check thoroughly their character and antecedents. Frequent changes of the service staff should not be done. Contractor's service staff and supervisors should wear proper uniform with company label and carry necessary Photo Identity Card, Travelling Authority for their entry on the platform, coach and other Railway premises. However, the Photo Identity Card is not a travel authority for them. Such Photo ID Cards to be issued by the contactor to each staff engaged by them. The travelling authority will be issued by SSE/AC/PUI for each trip and on completion of the trip they should hand over the same to SSE/AC/PUI.

1.9 The staff engaged by the contractor shall not be entitled to any facility as is being provided to Railway staff. The wages are to be paid confirmed to the Minimum Wages Act/Notification issued by Government from time to time. It is the sole responsibility of contractor to observe and abide by the provisions of contract labour regulation and abolition act, Factory Act, Workman Compensation Act, Provident Fund Act, Minimum Wages Act, Payment of wages Act, contribution towards EPF & ESI. Gratuity Act, Employees Pension Scheme, 1995, Employees Deposit Linked Insurance Scheme, 1976 and other regulations framed by the Govt. and revised from time to time. Contractor shall keep a

...for payment of wages to contractor staff (confirming Minimum Wages Act) and contractor shall also submit statement showing the recoveries of contributions in respect of contractor's staff engaged by them with supporting documents thereon. Contractor's bills may be withheld if above statements/documents are not submitted to Railway nominated supervisor.

1.11 Railway administration will not have any responsibility to pay compensation towards loss of materials and personal injuries to Contractor's staff.

1.11 Contractor's staff should not have any criminal background.

1.12 If it is noticed that the staff to be deputed having criminal back ground and also during the currency of contract if any staff is found involved in criminal activities, will be excluded for escorting duty for distribution of bed roll in AC coaches

1.13 Engagement of local labour: As far as possible, local labour to be engaged for both skilled and unskilled jobs.

2.0 PENALTIES:

2.1 RECOVERY CLAUSE:

(i) The cost of the damage, if any, caused by the Negligence/fault of the contractor's staff to the Railway property shall be recovered from the contractor's on hand bill. In case, the staff absconds the duty before conclusion of the round trip, the entire amount for the number of staff so deserting for the entire trip at double the rate of the trip shall be recovered from the contractor's bill in each case.

(ii) Cost of shortage linen, pillow, pillow cover and blankets etc. will be recovered at the rate applicable from time to time from the contractor's Bill/P.G./Security Deposit.

2.2 PENALTY CLAUSE:

(i) If the contractor fail to depute staff as per the norms, a penalty of ₹5000/- per staff will be deducted in each case from contractor bill/Security Deposit. No payment will be paid against this/these staff.

(ii) Any delay by contractor staff in receipt of Bed Roll or/and contractor fail to depute staff as per the norms or delay in arriving of contractor staff in duty, which will affect the punctuality of train or/and cause loss of revenue to the Railway, a penalty of ₹ 10,000/- will be deducted in each case from contractor Bill/Security Deposit. This will be over and above penalty at 2.2 (i) above.

(iii) Any complaint against the contractors staff towards alcoholic/Narcotic/drugs consumption OR misbehavior/disobedience with travelling passengers or/with on duty Railway staff OR not performing the duty as prescribed in duty list, which will be reflected in the complaint book or received by this office, if found guilty, a penalty of ₹2000/- will be deducted in each case from contractor Bill/Security Deposit. That particular staff will not be allowed to perform any duty in future in the contract period. Also the staff will be dealt accordingly with Railway Laws in force from time to time if need arises.

(iv) If the contractor's staff is found without Uniform &/or Photo Identity Card, a penalty of ₹ 1000/- per staff per case shall be recovered from contractor's Bill/Security Deposit.

(v) The contractor has to ensure the supply of uniform/identity card for the staff engaged by him,If it is noticed that contractor's staff is found without uniform/identity card due to non supply of uniform/identity card by the contractor a penalty of ₹2000/- for that much number of staff for each case will be recovered from contractor's bill/SD.

(vi) If contractor's staff carries any unauthorized/dangerous/explosive articles in the Railway Complex/ coaches (Stable coaches in depots), a penalty of ₹10,000/- will be deducted in each case from contractor Bill/Security Deposit. Also the staff will be dealt accordingly with Railway Laws in force from time to time if need arises.

(vii) **ADVERTISEMENT**: The contractor's staff shall not carry or display or exhibit any kind of advertisement on his staff or in the Railway premises. If contractor's staff is found in involvement in the above activities a penalty of ₹5,000/- (Rupees Five thousand only) per case reported shall be recovered from the contractor's Bill/Security Deposit & that particular staff will not be allowed to perform duty in future in the contract period. Also the staff will be dealt accordingly with Railway Laws in force from time to time.

(viii) AC coach attendant should not sleep or lay down on the seat inside ac coach. If found sleeping or lay down on the seat, the cost of ticket of the same class travelling will be deducted from contractor bill.

(ix) Concerned Railway supervisor can order in writing to contractor that particular staff will not be allowed to perform duty in future in contract period for bad image due to his activity or poor workmanship. Non-compliance of the order by the contractor, for which a penalty of ₹10,000/- will be deducted from contractor's bill in each case.

29/05/17

(x) The contractor has to ensure that contractual ACCAs should be available in nominated AC coaches during the entire period of that trip and should not leave AC coaches enroute except during assistance to mechanic to attend failure or to fill water in water tank of coaches. Surprise inspections can be made by Railway authorities to check the availability of contractual ACCAs enroute/at destination stations and any discrepancies noticed enroute and also if there is complaint from an ACCI/ACCM on duty of that train regarding non-availability of contractual ACCAs during the entire period or part of the trip, penalty as per para 2.2 (i) shall be recovered from the contractor's bill by treating the case as non-turning up on duty.

(xi) The contractual ACCAs shall in no circumstances carry any dangerous/inflammable, explosive materials such as kerosene, petrol, diesel, cooking gas, stove, explosives etc. and shall not carry any illegal/unauthorized DAK/parcel/goods, courier etc. on board. If any such contractor's staff is found carrying above items, a penalty of ₹ 20,000/- (Rupees Twenty Thousand only) shall be recovered from the contractor's Bill/Security Deposit and such staff will not be permitted for work in future in the contract period. However, they are permitted to carry the tools required for on board maintenance & personal belongings.

(xii) If any complaint happens to be received against a particular contractual ACCA from passengers regarding his misbehavior or misconduct, a penalty of `1000/-per case shall be recovered from the contractor's bill and staff. Such staff will not be permitted to work in future. Besides, the contractor shall be liable for any unbecoming behavior by their staff on duty and the entire loss caused by their staff will be borne by the contractor only.

(xiii) If Contractor staff is found involvement, in any theft case, manhandling/Murder case during the duty period a penalty of ₹10,000/- per occasion per staff will be recovered.

3.0 DEFINITION OF ESCORTING HOUR:

3.1 When one AC coach attendant escorts AC coach(s)/train for one hour, it is called one escorting hour.

3.2 In case of emergency if required, the contractor has to provide to book ACCA for trains other than above, like holiday specials/summer specials/winter specials/festival special/any special/extra rush in other regular trains run by Khurda Road Division. For such trains, payment will be made on escorting hour basis as explained above.

4.0 PAYMENT TERMS:

4.1 On completion of work 100% payment will be arrangement on monthly basis on submission of Bills, proof of payment to the staff through ECS, payment of EPF&ESI for respective staff engaged by the contractor.

4.2 The Payment will be made as per escorting hours which shall mean, from schedule departure time at originating station to schedule arrival time at destination station and vice-versa.

4.3 Measurements for the work done will be recorded by SSE/AC/Coaching complex of PURI depot based on the work done statement recorded and signed by both contractor and nominated Railway supervisor.

4.4 Contractor should certify the work done statement that the labourers engaged for this work were paid wages confirming to the provisions of Minimum Wages Act amended from time to time.

4.5 Certified that the 20% check was conducted against the work undertaken by me and found satisfactory (this should be done by concerned DEE/ADEEs).

4.6 No allowances such as Night duty, over time etc. will be paid to contractor's staff.

5.0 PAYING AUTHORITY: The paying authority for this contract is Sr.DFM/KUR division, East Coast Railway.

6.0 USAGE OF MANPOWER:

6.1 The yardstick for deployment of manpower shall be one person for each coach.

6.2 In all the trains covered under the instant contract,. The coaches will be manned by contractor's staff as mentioned in Annexure-1 against respective trains.

ANNEXURE "D"

SPECIAL CONDITIONS OF CONTRACT (PART-I)

The special conditions, supplement the conditions of tender and contracts, General conditions of contract and notes appearing under the relevant chapter should be considered as part of the tender papers. Where the provision of the special conditions is at variance with the General Conditions of the contract and other documents mentioned above, these special conditions shall prevail.

1 No conditions are to be quoted along with offer. Conditional offer will not be considered. Despite this if conditions are mentioned by tenderer, only the offer will be considered.

2 All payments shall be based on the extent of work actually executed and submission of proof regarding payment of wages, ECS & EPF to the staff engaged.

3 Mobilization advance for this work is not permitted.

4 Disaster Management: In case of any disaster the contractual staff shall assist ACCI/Railway Official as per requirement.

5 Consortium agreements and joint ventures are not permitted for this tender.

6 **Night Working**: The work involves night also as escorting to be done by trains. No allowance will be paid for this.

7 **Qualification & Eligibility Criteria for ACCAs to be engaged:**

7.1 **Qualification:** The contractual staff for escorting AC coaches should have passed at least S.S.C or equivalent. The certificate confirming qualification is to be produced before engagement.

7.2 **Age limit:** 18 yrs to 40 yrs.

7.3 **Physical Standard**: The staff to be engaged shall generally be healthy and having good physique, non-handicap, no deformity, normal eyesight, no BP/Diabetes, disabling diseases controllable by drugs, no contagious/infectious diseases.

7.4 The staff shall have speaking capability in English & Hindi as well as working knowledge of English or Hindi.

7.5 The staff to be engaged for escorting AC coaches should possess good character certificate from their nearest Police Station. Contractor should get antecedents checked by police of all the ACCAs and ensure that they do not have any past criminal record. ACCAs name should be registered in the concerned police station of contractor's official address and produce a letter to that effect from the police station.

8 **Safety:**

8.1 The deployed of staff for escorting AC coaches (ACCAs) may be required to work in operational voltage conditions of 110VDC, 230/415/750VAC in SG & EOG type of AC & Non-AC coaches by different train services. Necessary awareness & knowhow of the working of various electrical equipments under these operational voltage conditions will be imparted by Railways AC depot at PUI.

8.2 The contractor shall be responsible for ensuring the observance of safety regulations by staff deployed for the on board services.

9 **Uniforms/Photo Identity Card:**

9.1 The contractor's staff shall at all times wear uniform and a badge in Hindi and English as prescribed by Railway. Sample of badge to be collected from Sr.DEE/G/KUR's office by the contractor for manufacturing. The uniform shall comprise of a shirt, a trousers made up of a blended fabric of color approved by Railways and a safety shoe. The uniform shall be duly washed & ironed on every trip and the badge be polished and should wear leather safety shoes neatly polished.

9.2 The uniform consisting of following:

(a) Shirt: White Colour
(b) Trousers: Black Colour
(c) Safety shoe of black colour. (No Chappals are allowed)

Note: Both uniform and safety shoes shall be supplied by the contractor to his staff free of cost. Contractor's staff will not be allowed to the work spot without complete ID Cards/Travelling Authority/uniform.

10 Reporting **ON Duty**

10.1 The ACCAs shall report to SSE/AC at PUI Station Platform for signing on not less than 1 (one) hour before the scheduled departure of the train from originating station. The ACCAs shall sign off not before 1 (one) hour after the conclusion of the round trip. The Sign on/off period of 1+1= 2(two) hours shall not be counted as duty hours and also off duty hours spent at the destination station after the actual arrival of the train upto the actual scheduled departure of the train shall not be counted as duty hours.

10.2 The contractor shall personally ensure that their staff boards the train/coaches will in time. The contractor shall keep sufficient staff to ensure 100% boarding of the coaches.

10.3 The contractor shall employ supervisors (at PURI Station Platform) round the clock for allotting as per requirement of ACCA staff for AC coaches by different train services. They must be provided with mobile phones for easy communication and accessibility.

10.4 The list of on board staff (ACCAs) nominated for boarding of AC coaches by different trains should be communicated 6hrs before departure of trains during day and before 18.00 hrs of the same day for the trains leaving at night and early morning.

10.5 A register for logging in the duties performed by the ACCAs by name will be maintained jointly by Railway's representative and contractor's representative (supervisor) for the contract ACCAs booked for the trains covered under this contract.

11 Stay at Destination Station/Outstation/Originating Station: The arrangement for the stay of the contractor's staff (ACCAs) shall be made by the Contractor at his own cost and means at the destination/out/origination stations.

12 Photo Identity Cards & Travelling Authority:

12.1 The Photo Identity cards to the contractor's staff are to be issued by the contractor.

12.2 Travelling Authority will be issued by SSE/AC/PUI for all the contractor's staff booked for escorting. For issuing Travelling authority the following mandatory documents to be submitted by the contractor at the time of engagement of staff:

12.2.1 Full bio-data including passport size photograph of all such staff

12.2.2 Duly attested copies for proof of Full name of the staff, Permanent and temporary residential address with telephone numbers, Education qualifications.

12.2.3 Fitness certificate issued by Govt. Civil Hospital and

12.2.4 Police verification certificate.

12.3 The contractor shall ensure returning of Travelling Authority on completion of the trip.

12.4 In case of loss/theft of Travelling Authority, FIR shall be lodged with GRP and the concerned staff to produce FIR lodged with GRP to SSE/AC/PUI.

13 Declaration of Cash : ACCAs booked for accompany shall declare to SSE/AC/ Station Platform In-charge, the cash available with them and enter into the register and jointly signed by the staff and Rly. supervisor.

14 Subletting of Contract: The contractor shall not assign/sublet the contract in whole or part thereof to any other party or partner (s) without the consent of the Railway.

15 Advertisement: The ACCAs shall not carry or display or exhibit any kind of advertisement on his person or in the coach or in Railway premises.

16 Minimum Wages Act, Labour Laws.
Provision of Contract Labour (Regulation & Abolition) Act 1970.

16.1 The Contractor shall comply with the provisions of the Contract Labour (Regulation * Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnity the Railwayfrom the against any claims under the aforesaid Act and the Rules.

16.2 The wages to be paid to the ACCAs shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the ACCAs shall be covered by the contract or by way of an insurance policy. Compensation to the ACCAs in case of accidents or otherwise shall be made by the contractor. Contractor shall comply with all safety rules, industrial and labour regulations and Railway will not be responsible for any injury caused to contractors' men during performing duties or in case of their negligence during working. It shall be the sole responsibility of contractor to get their employees covered under Security Insurance at their own expenses.

16.3 The contractor shall keep a register for payment of wages once in a month and such payment shall be made through bank account of the employee duly furnishing the details of bank account, name of the bank & branch to which the wages have been credited shall be furnished to the SSE/AC Coaching complex for record. This register is mandatory for claiming of bills. Contractors' bills may be withheld if this register is not maintained or salary not disbursed through bank.

16.4 The contractor shall obtain a valid labour License under the aforesaid act as modified from time to time before the commencement of the work and continue to have a valid License until the completion of the work. The valid License, issued concerned state Government, shall be submitted by the successful tenderer before signing of the agreement. Any failure to fulfil this requirement shall attract the panel provisions of the contract arising out of the resultant non-execution of the work.

16.5 The minimum wages to be given to the ACCAs shall be as per the provisions of the Minimum Wages Act of the Government of India for un-skilled labour.

16.6 The contractor shall comply:

a) All the law s including Railway Act, regulations and existing rules by laws made by local/central Govt. authorities regarding compliance to minimum wages Act child labour protection Act etc.

b) In case of loss or profit in the futures marked due to any reason. The Railway administration will not take any responsibility for the same.

c) If contractor/agent/labour/staff meets with any injury or loss or death due to any reason during the course of their work mentioned in the contract, the Railway will not be liable for the same.

d) The staff engaged by the contractor for performing the duties of AC coach Attendants shall be staff of the contractor only and they may in no way what so ever claim to be employees of the Railways. If the Railway is liable to pay claim to the labour on any ground the contractor will Indemnify the Railway Administration for the same.

e) Contractor will indemnify the Railway administration for loss and damages suffered in the violation of any provision of the contract labour (Regulation and abolition) Act.

f) Staff engaged by the contractor for the purpose of performing AC coach Attendant duties shall be staff of the contractor only and Railway administration shall not at all be concerned with the employment or other service related issues of these labours.

g) The contractor shall abide rules and regulations of the Railways and in case of any irregularities he shall be liable to pay the fines imposed by the Railway administration.

h) Contractor will ensure periodical payment to the ACCAs to avoid un rest.

i) Contractor should have all the ACCAs insured. Deduction of PF, ESI, etc. from the salary of ACCAs and submission of certificates to the appropriate authority will be contractor's responsibility.

j) In case of train accidents ACCAs will not have any claims what so ever on the Railway.

16.7 The Tenderer shall adhere to the laid down provisions under:

i) Payment of wages act 1936 (amended version)

ii) Minimum wages act 1948 (amended version) & notification of Ministry of Labour dt.16th March 2012 (as and when revised).

iii) EPF and misc. Provisions Act. 1952.

iv) ESI Act, 1948 (applicable to establishment / factories).

v) Contract labour (Regulation and abolition) Act 1970 & Contract labour (Regulation & Abolition) Central rules '1971.

16.8 The tenderer should comply all the statutory requirements like EPF and ESIC to the staff engaged. The following documents should be submitted as proof of compliance:
Proof of deposit of EPF & ESIC to the staff engaged

16.9 Payment to labours by the contractor must be made directly through their Bank Accounts and not by cash.

16.10 While placing the bill for payment, the contractor has to submit photocopy of the bank statement showing that payments to labours have been made directly to bank accounts.

16.11 In all work contracts, for payment of wages the wage period is to be not less than a week and normally taken as one month and the contractor shall be duty bound to pay the wages before 7th of subsequent month.

DEE/G/KUR at BBS

Contractor

16.12 The tenderer should arrange the wages payment through the bank account of the labourers and the statement is to be submitted from the manager of the contractors bank that credit/remittance has been successfully made to staff/labours account by EFT/RTGS for each wage period and part thereof. This statement will be checked by Railway's authorized representative and can be verified (test checked) from the concerned bank and pass book of the labours of earlier such credit. While checking disbursal of wages authorized representative will also see that minimum wages are circulated by RLC (central) is not violated for each category i.e. unskilled. The Railways authorized representative will maintain a register/folio for each such agreement showing agreement wise number of labours (unskilled) employed and the rates of wages paid. The photocopy of this folio is to be attached along with each on account bill/final bill and on account payment to contractor released accordingly by the bill-passing officer.

16.13 On clear certificate submitted by the contractor duly verified by Railways authorized representative that wages have been paid to all labourers and minimum wages provision have not been flouted from the monthly wage period and/or part thereof, the bill to be passed. The authorized representative to see that the revisions which are effected at 6 monthly intervals by ACC(Central) (1st April & 1st October) are also getting implemented and paid by the contractor/employer.

16.14 As regards, social security measures i.e. defined contribution of employer and employee towards Provident fund as per Act and as applicable to certain establishments under ESI such contribution is to be deposited by the contractor for every wage period or part thereof with EPF and ESI office directly or through bank challan. While submitting the on account bills, the proof of depositing the contribution with regard to EPF & ESI as applicable for the previous wage periods is to be furnished by the contractor and seen by Bill passing official.

16.15 As and when the Minimum Wages (Wages + VDA) is revised, the increase in the Minimum Wages will be reimbursed to the contractor on submission of documents regarding such revision notification and proof of payment to the labours at revised rate.

17 Loss of Linen:

17.1 Responsibility for collecting the linen supplied to the passengers shall rest with contractor ACCAs who has to correctly and accurately account for receipt, supply and return from the passengers. In case of loss / damages ,the cost of such loss / damage shall be deducted from the running bills of the contractor , as per the advise from CDO (Coach Depot Officer) of Mechanical Department,PURI.

17.2 A certificate for trip to the effect, that there is no loss / damage and details of damage / loss shall be submitted with certification from concerned authorized railway / contractor representative in the following format.

(a) Certified that there is no loss/damages of linen.

(b) Certified that the following are the details of linen lost/damaged and shall be recovered.

18 Fore Closure of Contract: During the course of contract, if the administration feels that it is not necessary to continue the contract due to administrative reasons, the contract stands for closed with immediate effect without assigning any reasons.

19 BEHAVIOR OF ACCA:

19.1 Contractor should note that passenger who are travelling in AC coaches are esteemed customers of Railways hence need for ACCA to be extremely courteous towards passengers.

19.2 The attendants should show courteous behavior with passengers, even when a passenger is angry, the ACCA should not lose his temper and show utmost restraint.

ANNEXURE "E"

SPECIAL CONDITIONS OF CONTRACT (PART-II)

2.1 General:

2.1.1 The Special Conditions of Contract, Part-I, II,III,IV Instructions to Tenderer(s) and the stipulations made in the Schedules of quantities shall govern the works under this contract, in addition to and /or in part suppression of the USSOR 2010 & Indian Railways Standard General Conditions of Contract July-2014.

2.2 Precedence Order :

2.2.1 When there is a conflict between the Instructions to Tenderers, Special Conditions of Contract Parts –I, II,III,IV and the stipulations contained in the Schedules of quantities and Rate on the one hand and the USSOR 2010 & Indian Railways Standard General Conditions of Contract July-2014 on the other, the former shall prevail.

2.2.2 Provision contained on Instruction to Tenders, Special Condition of Contract Pt. I, II,III,IV Schedule of quantities and rate get precedence over provisions contained in IRS Code/IRC code/IS codes/codes owned by other institution.

2.2.3 In case of conflict between provision of IRS/IRC/IS specification the precedence will be in same order. In case of ambiguity the decision of Divisional Railway Manager shall be final & binding.

2.2.4 Any notes appearing in the Schedule Of Quantities and Rates will take precedence over Special Conditions Of Contract Part I, II,III,IV and also USSOR 2010 & Indian Railways Standard General Conditions of Contract July-2014.

2.2.5 Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

2.2.6 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract part I, II,III,IV made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of condition No.63 of Indian Railways Standard General Conditions of Contract July-2014.

2.3 Agreement:

2.3.1 All expenses in drawing up the agreement and the cost of stamp duty, if any shall be borne by the Contractor.

2.3.2 The tenderer(s) if he/they so desire(s) may quote his /their Bank Account number and other details of their Bank for arranging payment through electronic payment mechanism as soon as the system is made effective.

2.4 Passes:

2.4.1 No Railway pass of any kind for self/ agent/ labourers, for any purpose in connection with this tender/contract will be issued to the Contractor.

2.5 Change of address

2.5.1 Any change in the address of the Contractor shall be forthwith intimated in writing to the Railways. The Railway will not be responsible for any loss or inconvenience suffered by the Contractor on account of his failure to comply with this.

2.6 Dissolution of Contractor's Firm:

2.6.1 If the Contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any, by the Railway due to such dissolution. The General Manager of the Railway shall decide the amount of such compensation and his decision in the matter shall be final and binding on the Contractor(s).

2.7 Deployment of plant and machinery:

2.7.1 The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Handbook of the Schedule of Dimensions of the Railway shall not be undertaken without the prior

approval of the Engineer-in-charge. Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.

2.8 Emergency work:

2.8.1 In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works in which Administration will not be liable to pay the Contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof, as shall be determined by the Engineer-in-charge of E.Co. Railway to the Contractor.

2.9 Night work:

2.9.1 Contractor/s attention is drawn to clause 23 of the Indian Railways Standard General Conditions of Contract July-2014 that stipulates that no work shall be carried out between sunset and sunrise without previous permission by the Engineer.

2.9.2 If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the Contractor/s to carry out the works even at night without conferring any right on the Contractor for claiming any extra payment for the same. The Contractor at his own risk and cost shall make all arrangements in this connection.

2.10 Service Roads :

2.10.1 The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor in or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor.

2.11 Water supply :

Not Applicable

2.12 Electricity:

Not Applicable

2.13 **Loss Of Work Orders:**

2.13.1 If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of ₹100/- (One Hundred only) for each work order shall be imposed on him for the issue of a duplicate copy.

2.14 **Income Tax Deduction :**

2.14.1 In respect of works, the contract value of, which is more than ₹10,000/- each, a deduction of 2% on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991. From time to time surcharge will also be deducted along with I.T.

2.15 Employment of Graduate Engineers/Diploma Holders by Contractor:

2.15.1 In terms of Modified of Clause 26 and introduction of New Clause 26A to GCC Tenderer(s)/Contractors after award of the contract shall be required to employ unemployed electrical Diploma Holders Engineer/Graduate Engineer as per the norms specified below.

Contract Value.	No. of Eng./Diploma Holders Engineer and Graduate Engineer	Default on account of non-deployment of Qualified Diploma Holders Engineer/Graduate Engineer
More than ₹ 25 Lakhs, but less than ₹ 200 lakh.	Engineers	
	Diploma holder Engineer – 1No	₹ 25,000/- for each month or part thereof for the default period to be recovered from the contractor.
₹ 200 Lakh and above.	Engineers	
	Graduate Engineer – 1No	₹ 40,000/- for each month or part thereof for the default period to be recovered from the contractor.

2.16 **Procurement of Machinery by Contractor:**

2.16.1 It should be clearly understood that it is entirely Contractor's responsibility and liability to find and procure all the machinery, tools and plant and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to the non-availability or import difficulties or any other causes, whatsoever, shall not be taken as an excuse for slow progress or non-performance of the work.

2.17 **Hire of Railway's Plant & Machinery:**

2.17.1 The Railway may at their discretion give on hire to the Contractor such plant as compressors, Pneumatic equipment, concrete mixers and light equipment, as considered necessary by the engineer. However it does not guarantee hiring any such machinery and it shall not entertain any claim or compensation due to Railways inability to supply such plant/machinery or the condition of the railway's plant/machinery supplied on hire be taken as an excuse for slow progress or for non- performance of the work.

2.18 Hire charges on Plant & Machinery :

2.18.1 The railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be calculated on the basis of the Indian Railways Standard General Conditions of Contract July-2014 together with correction slips issued upto date of tender notice.

2.19 Statutory Certificate Etc. :

2.19.1 While the machine(s) is/are in the possession of the contractor(s), he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.

2.20 Access to Plant at Hirer's Premises:

2.20.1 The Railway shall be given reasonable access to the plant and such facilities as may be necessary to satisfy itself that the plant is being so used as to avoid any unnecessary wear or loss or risk.

2.21 Right to Recall :

2.21.1 The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.

2.22 Storage of Railway Materials :

2.22.1 The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge or his representative at all times.

2.23 Maintenance Period: Not Applicable.

2.24 Employment of Railway surplus labour by contractor :

2.24.1 The Tenderer(s)/Contractor(s) may be required to engage surplus/retrenched casual labour of the E.Coast Railway if found suitable upto the extent of twenty persons for each Lakh or part of the value of the contract during the currency of the contract. The terms of the employment between such labour and the Tenderer(s) may be on mutually agreed terms subject to the statutory provisions contained in the labour regulations and enactments. The Contractor(s) shall indemnify the Railway against any claim arising out of employment of such labour and the Railway shall not be a party to any disputes etc., arising out of the employment of such labour by the Tenderer(s)/Contractor(s).

2.24.2 The Contractor shall engage local labour for skilled/ unskilled work as far as practicable.

2.25 Antilarval work:

2.25.1 During execution of the works against this contract the Contractor(s) shall be responsible for antilarval work at his/their own cost.

2.26 Non-itemised works:

2.26.1 Where item not covered by the schedules are to be executed, the rates for such non-itemised works shall be negotiated before commencement of such work or to be got executed through any other agency by the Railway at the discretion of the Railway Administration.

2.27 Time is the essence of Contract :

2.27.1 Time is the essence of contract. All the works are required to be completed in all respects as stipulated by the Railway within the completion date. Progress shall be maintained strictly in accordance with the programme given by the Contractor and accepted by the Engineer-in-charge from time to time as per the programme chart as per (BAR/CPM/PERT chart) as will be finalised.

2.28 Lead & Lift on Railways/Contractor's Materials:

2.28.1 No lead and lift for the Contractors/Railways materials is payable for the works executed under this contract unless otherwise specified.

2.29 Testing of cement concrete : Not applicable.

2.30 Cutting/uprooting of tress : Not applicable

2.31 IS Codes/IRS Specifications:

2.31.1 Wherever any reference to Code, specification, Act etc. is made in this document, it shall be taken as a reference to the latest version thereof, including all amendments and corrections there to or otherwise specified.

2.31.2 The contractor shall not be entitled to any extra payment on any account for compliance with the various provisions of IS specifications/IRS specifications and Special Conditions of contract. The rates indicated in the schedule shall be deemed to include all works required to be done in compliance with the specifications.

2.32 Sales Tax or any other taxes :

2.32.1 The Contractor shall bear in full all taxes and royalties or levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government. Railway will recover the taxes and royalties through running account bills if the contractor fails to pay the taxes and royalties to the government.

2.33 Tree Cutting : Not applicable

2.34 Approval of Samples of Material : Not applicable

2.35 Blasting: Not applicable.

2.36 Place of issue of Railway materials:

2.36.1 The materials required to be supplied by the Railway for the items where specified will be issued from the Railway store depot of SE-Incharge of the work and the transportation of the materials to sites as advised by SE-Incharge and the transportation of surplus materials from the site of work to the concerned SE-Incharge Godown will be at contractor's cost.

2.37 Price variation.

Price Variation Clause (PVC) shall be applicable for tenders of value more than ₹50 Lakh irrespective of the contract completion period and PVC shall not be applicable to tenders of value less than ₹50 Lakh. However PV clause is not applicable to this Tender.

2.38 Disaster/train accident/Natural calamities.

2.38.1 In the event of any disaster/ train accident/ Natural calamities, the contractor(s) shall be asked to mobilize his/ their manpower/ vehicle/ tools and machineries to the affected locations to meet the situation. In such a case, the contractor(s) shall shift the required material as per the direction of Engineer-in-charge and separate payment for this will be made as per the prevailing SOR and for the activities if any executed beyond the scope of the agreement will be paid separately at the rates finalised by the Railway Administration as per the existing procedure for NS items.

2.38.2 The contractor shall train his/ their staff/ supervisor adequately on First-Aid (shall submit a certificate in support of it) and see that they are capable of encountering any adverse situation at the disastrous spot during execution of the work. In the event of the Engineer being satisfied that the contractor is not employing properly trained staff, the contractor shall at once remove them and engage additional trained staff within seven days and failure on the part of the contractor will entitle the Railway take necessary action, in terms of agreemental condition and which may cause termination of contract in the event of failure of the contractor to engage competent men.

2.39 VARIATION IN CONTRACT QUANTITIES

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be mode as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions

a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade.

(i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.

3. In cases where decrease is involved during execution of contract

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SQR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

2.40 First-Aid facilities "There shall be provided and maintained by the contractor so as to be readily accessible during all working hours first-aid box equipped with the prescribed contents at every place where contract labour is employed by him".

2.41 Mode of Release of Security Deposit and Performance Guarantee: The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security deposit shall, however, be released only after expiry of the contract period and after passing the final bill based on 'No Claim Certificate' from the contractor.

2.42 Security amount

Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery / mode of recovery shall be as under:-

a) Security Deposit for the work is 5% of contract value.

b) The Security Deposit against the contract stands at **₹ 3,97,902/-** (Rupees Three lakh ninety seven thousand nine hundred two only) out of which you have deposited **₹ 1,37,300/-** (Rupees One lakh thirty seven thousand three hundred only) vide online transaction ID NE 158973/CKB5565655, dtd.05.02.2017 towards E.M.D. Balance amount of **₹ 2,60,602/-** (Rupees Two lakh sixty thousand six hundred two only) is to be deposited in full before commencement of the work in terms of the JPO of the SAG level committee of E.Co.Rly circulated vide no. ECoR/GA/Minimum wage guidelines/925, dtd.04.03.13. No deduction towards Security Deposits need to be made from the running bills of the contract.

c) Security Deposit shall be returned to the contractor after the expiry of warranty period and after passing the final bill based on No Claim & Guarantee Obligation certificate. The Competent shall normally be the authority, who is competent to sign the contract. If this Competent Authority is of the rank lower than 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 and that all the contractual obligations have been fulfilled by the contractors 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 and unequivocal no claim certificate. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

2.43 Performance Guarantee (P.G.)

The procedure for submitting Performance Guarantee is outlined below:-

a) An amount of **₹ 3,97,902/-** (Rupees Three lakh ninety seven thousand nine hundred two only) is to be deposited towards Performance guarantee 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% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

b) You have to 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 State Loan Bonds at 5% below the market value. (iv) Deposit Receipts, 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. (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks. (vi) A Deposit in the Post Office Saving Bank. (vii) A Deposit in the National Savings Certificates. (viii) Twelve years National Defence Certificates. (ix) Ten years Defence Deposits. (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO, East Coast Railway, Bhubaneswar (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) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. 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 upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor."

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security deposit shall, however, be released only after expiry of the warranty period and after passing the final bill based on 'No Claim Certificate& Guarantee Obligation certificate' from the contractor.

(f) Whenever the contract is rescinded, the Security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

(g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(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 Contract 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 the President of India.

2.44 Bank Guarantee (B.G.) for handled Linen:

You have to submit a Bank Guarantee (B.G.) of the value of the linen to be handled i.e ₹ **26,38,293/-** (Rupees Twenty six lakh thirty eight thousand two hundred ninety three only) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of BG 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 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite BG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

This B.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of the B.G. extended to cover such extended time for completion of work plus 60 days.

The B.G. shall be released only after the completion of work and after passing the final bill based on No Claim Certificate and settlement of all dues less debit, if any according to the terms and conditions of contract.

ANNEXUR "F"

SPECIAL CONDITIONS OF CONTRACT (PART-III)

3.0 Conditions of Contract:

3.1 This chapter deals with the conditions of contract under which the work coming under the purview of this contract is to be executed by the contractor.

3.2 Conditions of Contract:

If the tender submitted by tenderer is accepted and the contract awarded to the tenderer, the work coming within the purview of the contract shall be governed by the terms and conditions included in the tender papers as modified or amended by the letter of acceptance of tender and Indian Railways Standard General Conditions of Contract July-2014 and instructions for tenderers and standard form of contract (latest) as corrected up to date.

3.3 Termination of contract:

Not-withstanding other provisions under other papers the Railway may at any time, by notice in writing, summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events.

(i) Insolvency:

If the contractor being an individual or if a contractor or any partner in the contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or compensation or under any law relating to insolvency being in force for the time being or make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act.

(ii) Liquidation:

If the contractor, being a company passes a resolution or the court(s) make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders be appointed or circumstances have arisen which entitle the court or debenture holders to appoint a receiver or manager.

(iii) Breach of contract:

If the contractor commits any breach of this contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall occur thereafter to the Railway and provided also, that the contractor shall be liable to pay the Railway any extra expenditure which the Railway is thereby put to, but shall not be entitled to any gain or repurchases. In the event of such determination, without prejudice to the other rights of or remedies to the Railway including right of forfeiting the Security Deposit, the Railway shall be entitled to have the work or remainder thereof performed executed and/or carried out by another agency.

3.3.1 EXCEPTIONS:

Termination of contract will not arise in case of voluntary liquidation meant for alternation or re-organization provided with the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the Railway Administration.

Termination of contract under this para will not arise in case of breaches or defects of a minor nature. The CEE/ East Coast Railway or any other appropriate authority of the Railway shall be the sole authority to decide whether breaches and defects are of minor nature or otherwise.

3.4 Agreement:

The successful tenderer shall be bound to execute an agreement based on accepted terms and conditions in such form as the Railway may prescribe and lodge the same with the Railways, together with conditions of contract, specifications and schedules of prices referred to therein duly completed. The successful tenderer(s) will furnish 'Power of Attorney' duly authenticated by the Notary public in favour of the person who will execute the agreement, other legal and financial documents.

3.5 Terms of payment:

3.5.1 100% Monthly payment after execution of work shall be claimed on the prescribed bill form of East Coast Railway obtainable from the office of Sr. Divisional Electrical Engineer (G)/ E.Co.Railway/ khurda Road.

3.5.2 Payment will be paid on the basis of exact number of staff engaged during the billing period.

3.5.3 EPF & ESI , Service Tax and other associated provision

3.5.3.1 Contribution towards the statutory taxes (EPF & ESI) to be reimbursed on actual basis taking into account the time to time revision during currency of the contract period, service tax@ 15%on 100% of basic wage value should be deposited by contractor to service tax authority from which Contribution towards the Service tax to be reimbursed @ 15% on 50% of basic wage value by railway to the contractor on production of documentary evidence, balance @ 15% on 50% of basic wage value will be borne by contractor as per prevailing statutory provision taking in to account the time to time revision during currency of the contract period .

3.5.3.2 On production of documentary evidence towards payment of EPF, ESI & Service Tax, the actual amount will be reimbursed as per extant rule, which may increase or decrease as per the statutory provision applicable from time to time during currency of the Contract.

3.5.3.3 The taxes i.e., ESI, EPF, will be reimbursed to the tenderer as per extant rule, which may increase or decrease as per the statutory provision applicable from time to time during currency of the Contract only on production of original receipts issued by concerned Central Govt./State Govt. authority. If the contractor fails to produce the original receipts along with the bill, the amount towards the above statutory taxes will be recovered from every bill by Railway and kept in deposits and to be released in favour of the tenderer on production of documentary proof by them, subject to:- verification of genuineness of the said documents by Railway.

3.5.3.4 Any additional taxes, surcharges on taxes, duties, levies etc.(except service tax, ESI, EPF) imposed by Central Government, State Government and/or local bodies or any deduction like work Contract tax etc., during the currency of the Contract shall be borne by the contractor.

3.5.3.5 Service tax, ESI, EPF as applicable from time to time during currency of the Contract should be paid by the Contractor & the amount so paid towards the same will be reimbursed on production of documentary evidence.

3.5.4 Number of AC coaches and train services may be variable, accordingly escorting hours for trains as per Annexure-1 will increase or decrease , required staff for ACCA duty shall be arranged by contractor and payment will be made accordingly.

3.6 Consignee: The consignee will be Sr. Section Engineer(AC)/Coaching Complex, PURI.

3.7 Warrantee clause: Not Applicable.

3.8 Liquidated damages clause: If the contractor fails in due performance of his contract, within the time fixed by the contract or any authorized extension thereof, the Railway Administration shall be entitled to recover from the contractor as liquidated damages a sum of ½% cost of the contracted amount of the work in default per week or part thereof (part of a week being reckoned as a week), total recovery not exceeding 10% of the contract value from the pending dues of contractor. Alternatively, the work shall be got done through the process of re-tendering or through the Railway Administration. This provisions are also applied to completion of warrantee obligation with time specified under warranty clause. The decision of Railways Administration in this respect shall be final and binding.

3.9 Extension Clause: If such failures as aforesaid arises from any cause which Railway Administration may admit as being a reasonable ground for extension of time, competent authority, may allow such additional time as he may consider to be reasonable for completion of work. The contractor will not be entitled for any compensation, however decision of Chief Electrical Engineer/ East Coast Railway in this respect shall be final and binding.

3.10 Arbitration: The clause no. 63 and 64 of General Conditions of Contracts (GCC) have been revised for the purpose of arbitration in view of promulgation of the Arbitration and Conciliation Ordinance, 1996 and shall be applicable as approved by Ministry of Railways under No.96/CE-I/CT/29 dated 6.8.97.

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3.11 **Force Majeure**: The contractor shall be relieved of liability, arising under this contract wherever and to the extent to which the fulfilment of any obligation under this contract is prevented, restricted or impended by reasons of any statute, statutory rules, regulations, order or requisitions issued by any Govt. Department or other competent authority, natural calamities, war, riots and such other unforeseen circumstances beyond the reasonable control of the contractor. The Chief Electrical Engineer/East Coast Railway shall consider the claims of the contractor arising from the foregoing circumstances and may either reject or admit such claims as deemed reasonable and are supported by voucher and or documentary evidence to the entire satisfaction of the Chief Electrical Engineer/East Coast Railway.

3.12. **SUBLETTING THE CONTRACT**: The contractor shall not assign sublet the contract in the interest therein or the part there of to any other party or partner(s) without the consent of the Railway.

3.13 **Provision of Efficient and competent staff at work sites by the Contractor (Clause 26 to GCC):**

(i) The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisor, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

(ii) The contractor shall at once remove from the works any agents, permitted sub contractor, supervisor, workmen, or labourer who shall be objected to by the Engineer and if and when ever required by the Engineer, he shall submit a correct return showing the names of all staff and work men employed by him.

(iii) In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient no.of staff and work men as is necessary for proper completion of the work within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional no.of staff and labor as specified by the Engineer within 7 days of being so required and failure on the part of contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

3.14 **MEASUREMENT OF WORKS:**

The measurement of the works shall be done by the concerned SSE who is the supervisor of the work in accordance with the rules prescribed for the purpose in the Indian Railways Standard General Conditions of Contract July-2014 and shall be recorded in the official measurement book.

3.15 **Calendar of Events:**

Sl.	Events	Time limit	Penalty for delay
1.	Commencing of work	The work is to be commenced from 16.06.2017.	Withdrawal of advance acceptance of the contract, and forfeiture of security unless Railways agree to extend the period.

ANNEXURE "G"

SPECIAL CONDITIONS OF CONTRACT (PART-IV)

1. The work shall be carried out as per the direction of the Sr. Section Engineer (Elect)/AC/PUI or any authorized representative of Sr. Divisional Electrical Engineer(G)/Khurda Road
2. The entire work shall be completed in all respect within One year from the actual date of commencement of work.
3. The Railway is not responsible for providing any site/Offices/stores for the contractor to execute the work. The contractor is fully responsible to build there a office/store at the vicinity of the work and no land/accommodation required for the work will be arranged by Railway.
4. The rates quoted and accepted shall be inclusive of all taxes as leviable by Union of India/ State Government including Sales tax, Entry tax etc (except service tax, EPF, ESI).
5. The tender document as signed by the contractor shall be taken to mean as part and parcel of the agreement.
6. The work order will be issued pending execution of the agreement.
7. Indian Railways Standard General Conditions of Contract July-2014 and up to date corrections slips are applicable and binding on the contract.
8. Contractor to be provided staff for AC Coaches for bedroll and other non-commercial services in every service. Requirement of escorting staff for said work in AC Coaches of nominated trains is given in **Annexure-B.**
9. Contractor escorting staff should perform the duty as given in "Schedule of work and other special conditions". In addition to this any other instructions received from HQ/Railway Board/RDSO/ CAMTECH/Divisional level etc. during the currency of contract are also to be followed by Contractor escorting staff/Contractor.
10. The contractor should train the staff for one week on courteous behavior with travelling public before they are inducted into service, the module of training should be got approved by Railway.
11. Along with the bed roll services they have to assist the AC Mechanic/AC coach incharge for other non-commercial services.
12. The contractor has to deploy qualified, competent and experienced workers and supervisors. The staff deployed should have of mobile phones, so as to have the communication among the staff as well as the Railways.
13. The contractors have to adopt all required safety measures & IE rule during the execution of the work.
14. List of Staff to be escorted in AC Coaches of concerned train should be submitted to the Concerned Depot In-charge by the contractor in two days advance with identification for issue of necessary authority letter for escorting in trains.
15. Necessary Travel authority should be obtained by the contractor in favour of the escorting staff deployed from concerned Depot In-charge for each service and the staff should possess the same in the course of their journey while performing duty.
16. Successful contractor should obtain License under Labour Contract Act 1970, if 20 or more staff to be utilized for this work daily and produce the same before processing for payment.
17. Deduction of Income Tax @ 2%, surcharge @ 10% on Income Tax and 3% Ed Cess on IT & SC, OST and CC as applicable will be made from the bills.
18. Recommendations of JPO of the SAG level committee of E.Co.Rly circulated vide no. ECoR/GA/ Minimum wage guidelines/925, dtd.04.03.13 is applicable and binding on the contract.