OS(G)/WAT/DRM
93

कार्यालय
मंडल यांत्रिक इंजीनियर
वाल्तेर मंडल

Office of the
Divisional Mechanical Engineer
WALTAIR DIVISION

कार्यालय रेल प्रबंधक, पू.त. रेलवे
वालतेर
East Coast Railway
28 JUL 2016
WALTAIR
O/o. Divl. Rly. Manager, E.Co.Rly.

सं./No: WMT/16/Running Room/RGDA/LOA/3260

दिनांक/Date: 26.07.2016

To
Sri Jugal Kishor Kesharwani
Near Darji Mandir -- Gondpara
Bilaspur (C.G.) – 495 001

(Letter of Acceptance)

Dear Sirs,

Sub : Maintenance and providing service for 110 bedded running room at Rayagada and loading /unloading and carrying of line boxes of loco pilots and guards.

Ref : Tender Notice No WMT/16/Running Room/RGDA dated 24.03.16.

Your tender offer dated 10.05.2016 submitted by you without any deviations/special conditions for the above mentioned work has been accepted by the competent authority with the following rates, terms and conditions :

Description of the work	Unit	Qty	Estimated Rate per Unit	Total Value for 02 years
Schedule A - Provision of the adequate manpower for executing the contract smoothly as described in Clause 3 of tender schedule.	Month	24	436459.83	1,04,75,036/-
Schedule B Provision of Subsidized cooked meal	Nos	198560	41/-	81,40,960/-
Schedule C Provision of Subsidized breakfast	Nos	73730	41/-	30,22,930/-
Schedule D - Supply of cooking gas cylinder	Nos	984	1,390/-	13,67,760/-
Schedule E – Washing of linen				
E-1 : Washing & Pressing of One linen set	Nos	106580	9.50/-	10,12,510/-
E-2 : Dry cleaning of Woolen Blanket	Nos	440	21/-	9,240/-
E-3 : Washing of Door Curtains	Nos	880	3.50	3,080/-
E-4 : Washing of Window Curtains	Nos	880	3.50	3,080/-
E-5 : Washing of Mattress covers	Nos	880	4.60	4,048/-
E-6 : Washing of Mosquito net	Nos	5720	7/-	40,040/-
Schedule F : Miscellaneous				
F-1 : Cleaning items, disinfectants & consumables	Month	24	5,000/-	1,20,000/-
F-2 : Supply of Newspaper & Magazines	Month	24	800/-	19,200/-
F-3 : Mosquito repellant machines	Nos	220	60/-	13,200/-
F-4 : Mosquito repellant liquid refills	Nos	1320	40/-	52,800/-
F-5 : Hiring charges of 62.5 KVA DG set with Maint.	Month	24	32,500/-	7,80,000/-
F-6 : Supply of HSD oil for DG set	Litre	3360	50/-	1,68,000/-
F-7 : Petty repairs charges (To be reimbursed)	Lumpsum for 02 years			50,000/-
Total Estimated Value for 02 years (in Rs				2,52,81,884/-
Accepted Value (Less tender decrease 27.01%)				1,84,53,247/-

मं.रे.प्र. कार्यालय कोम्प्लेक्स, दौडपार्ती, विशाखपट्टनम - 530004, फोन एवं फैक्स: DRM OFFICE COMPLEX, DONDAPARTHY VISAKHAPATNAM-530004. Phone & Fax No+91-891-2746270

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2	Total value of the work	**Rs 1,84,53,247/-** (Rupees One crore eighty four lakhs fifty three thousand two hundred forty seven only) + ***Service Tax as applicable from time to time***
3	Taxes and Levies	Rate is inclusive of all except Service Tax. Service tax shall be reimbursed as mentioned in the Clause 11.0 of the tender document.
4	Period of contract	**02 (Two) years from the date of commencement.**
5	Performance guarantee	You are required to deposit an amount of **Rs 9,22,670/-** (Rupees Nine lakhs twenty two thousand six hundred and seventy only) towards **Performance guarantee** as mentioned in the clause **15.0** of the tender document.
6	Security deposit	You are required to remit an amount of **Rs 6,46,260/-** (Rupees Six lakhs forty six thousand two hundred and sixty only) after the adjustment of EMD of **Rs 2,76,410/-** paid by you through DD No 992371 issued by Bank of Maharahtra Br. by cash or will be recovered by 10% deduction from the periodic payment to be made to you on account of the work done as mentioned in Clause **14.0** of the tender document.

7. **Railway Authorized representative** : CCC/Loco/Rayagada.
8. **Scope of Work** : The Scope of Work is to be carried out as mentioned in Clause 2.0 of the tender document.
9. **Manpower resources to be deployed** : The minimum staff is to be deployed as per Clause 3.0 of the tender document. The category wise number of staff to be deployed is tabulated below

Category	No. of staff	Category	No. of staff
Highly skilled	01	Semi skilled	06
Skilled	09	Unskilled	26
Total	42		

One qualified graduate engineer shall be engaged as supervisor exclusively for the subject work as per clause 3.8 of the tender document.

NOTE : The minimum man power to be deployed by the contractor is 42 per day. Category of labour to be provided for each type of work – Cook & Caretaker (Skilled), Asst. Cook (Semi-skilled), Bearers, Safaiwalas, Gardener & Box boys (Unskilled) and Overall supervisor (Highly skilled)

10. You have to abide by the below mentioned statutory provisions as mentioned in the tender document
    a. Payment of Wages Act
    b. Minimum Wages Act
    c. EPF & Miscellaneous provisions Act
    d. ESI Act
    e. Contract Labour Rules
11. The following documents are to be submitted as proof of compliance
    a. Labour License issued by the relevant Labour Commissioner authorities
    b. Bank Statement indicating the payment of salaries through bank to the staff engaged by you
    c. Proof of deposit of EPF to the staff engaged and
    d. Proof of deposit of ESI to the staff engaged
    e. Medical fitness certificates
12. You should personally takeover the inventory of Running Room, Rayagada jointly with CCC/Loco/ Rayagada.
13. You must give the list of staff engaged by you along with their Photo, Identity cards with staff's specimen signature and identification mark duly attested by you.

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14. Meal coupon to be in printed mode in duplicate. Counter foils to be kept by contractor for counting and recording on daily basis. The individual occupants signature must be available on the counterfoils.
15. Proper uniform to be supplied to all the staff working and the safaiwalas must get proper tools and equipment from day one.
16. **The kitchen staff and meal servers/bearers must have been medically examined as per the Tender schedule before engagement.**
17. The menu list for the subsidized meals (Lunch/Dinner/Breakfast) should be strictly as per Annexure A of the tender document.
18. **You must finalize the list of optional items as mention in Clause 2.4.2 of the tender document before commencement of the contract.**
19. **Commencement of work : The ongoing work is due for completion on 12.08.2016. You must make all arrangements to commence the work without fail from 00:00 Hrs of 13.08.2016.**
20. The monthly required quantity of Chemicals, consumables, cleaning agents mentioned at Annexure A-1 of the tender document should be deposited with the consignee as per clause 7.1 of the tender document.
21. **Conditions of Contract** : The contract will be governed by General Conditions of the contract along with Special terms and conditions laid down in the tender document and accepted by you without any deviation.
22. ***You are responsible to ensure the compliance with the provisions of the Minimum Wages Act – 1948 to the staff engaged by you. The monthly salary paid to staff should be made through Bank and the details of the same to be submitted alongwith the monthly bills.***
23. **Terms of Payment** : Payment shall be made on monthly basis. Bill paying authority is Sr. Divisional Finance Manager, East Coast Railway, Waltair. Sr. Divisional Mechanical Engineer is the bill passing authority. Payment will be made after standard deductions and Penalties as applicable based on the bills forwarded by CC/Loco/Damanjodi.
24. **Penalties** : The penalties shall be levied as per the Penalty Clause 9.0 of the tender document.
25. **Quantity Variation Clause** : The variation in quantities during the execution of contract shall be as per the Clause 18.10 of the tender document.
26. **Price Variation Clause** : The Price Variation shall be paid as mentioned in Clause 18.11 of the tender document.
27. **The list of registers as per Annexure-F shall be maintained by you.** On completion of any register, it should be handed over to CC/Loco/RGDA and new register to be opened. However if required you may keep a copy of the same.
28. **RELEASE OF PAYMENT THROUGH ECS/NEFT** : You have to give consent in a mandate form for receipt of payment through ECS/NEFT as given in the tender document.
29. The agreement in question is being prepared in this office, which should be signed by you after submission of the Performance Guarantee.
30. Until a formal agreement is prepared and executed, this letter will constitute as a binding contract between Railway and your organization.
31. Please submit the necessary labour license for engaging contract labour in connection with this work. You have to abide by the contract labour (regulation and abolition) Act, 1970. All rules, regulations and amendments thereto that may be made from time to time are binding on you in respect of this contract.

Kindly acknowledge the receipt of this letter.

Divisional Railway Manager (Mech.)
ECoR/Waltair
for and on behalf of President of India

Copy to :
1. OS (G) for kind information of DRM and ADRM.
2. Dy.CME(O&F)/ECoR/BBS for information.
3. ADME/RGDA & CCC/Loco/RGDA for necessary action.
4. Chief Vigilance Officer(T)/ECoR.
5. Sr.DAO/WAT for information.

Divisional Railway Manager (Mech.)
ECoR/Waltair

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