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EAST COAST RAILWAY

Office of the
Chief Medical Superintendent
Khurda Road

No.SAN/2/PSA/Mech.Clng./2015-16/2247, Dated.16.11.2015

To
Sri Bipin Bihari Dash
At-Kakudia,
Po- Harirajpur,
Dist-Puri.

Sub :LETTER OF ACCEPTANCE (LOA)/Work Order

Work Description: "Mechanized Cleaning of **Palasa (PSA)** Station including platforms, yard, Tracks, office buildings, reservation office, concourse area, circulating area, waiting halls, yard from home signal to home signal etc for duration of Three years (i.e. 1096 days) from the date of commencement of work".

Ref: Tender Notice No.: San/2/PSA/Mech. Clng./1395, Dated: 10.07.2015

Your offer for the above work for **PALASA (PSA) Railway Station** for a period of **03 (Three) years i.e. for 1096 days has been accepted by the Railway Administration** with a total value of contract for **Rs.1,10,43,920/-** (One Crore Ten lakhs Forty Three Thousand Nine Hundred Twenty) only in the same Terms and Conditions as stipulated in the tender document as per the following details.

Sl. No.	Components	Basic Value	Your offered Rate in %	Accepted Rate All in Cost in Rs.
01	**Schedule-A** (Manpower)	Rs. 85,55,376.00	AT PAR	Rs. **85,55,376.00**
02	**Schedule-B** (EPF, ESI, & ST)	Rs. 21,69,644.00	AT PAR	Rs. **21,69,644.00**
03	**Schedule-C** (Machines)	Rs. 3,52,504.00	**90% Below**	Rs. **35,250.40**
04	**Schedule-D** (Consumables)	Rs. 9,08,440.00	**70% Below**	Rs. **2,72,532.00**
05	**Schedule-E** (Uniform & Protective Gears)	Rs. 1,11,180.00	**90% Below**	Rs. **11,118.00**
	Total =	**Rs, 1,20,97,144.00**	**********	Rs. 1,10,43,920.40 **Say 1,10,43,920/-**

Terms & Conditions:

a] You are advised to **Start the contract work within 15 days** from the date of issue of this letter. (LOA)

b] Until a formal agreement is prepared and executed this acceptance letter shall constitute a binding contract between the Railway Administration and the Contractor subject to modification as may be mutually agreed upon.

Bipin Dash, 16-11-2015.

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c]. The SD (Security Deposit) for the above work @ 5% of the accepted contract value i.e. of Rs. 1,10,43,920/- is **Rs. 5,52,196/- (Rupees Five Lakhs Fifty Two Thousand One Hundred Ninety Six)** only. You have already deposited Rs.2,10,500/- as EMD Vide DD No.859949,dated.26.08,2015 of State Bank Of India, Jatni, Payable at Bhubaneswar in favour of FA & CAO, ECoR, BBS. **The Balance of SD i.e. Rs.3,41,696/- (Three lakh Forty One thousand Six Hundred Ninety Six)** only have to deposited before commencement of the work in the form of DD in favour of FA&CAO/ECoR/Bhubaneswar payable at Bhubaneswar. No deduction towards SD will be made from running bills.

d]. The **performance Guarantee (PG)** for the above work @ 5% of the accepted contract value i.e. of Rs. 1,10,43,920/- is **Rs. 5,52,196/- (Rupees Five Lakhs Fifty Two Thousand One Hundred Ninety Six))** only. You have to deposit this amount as Performance Guarantee (PG) before executing an Agreement in following forms:

(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.

This P.G. will 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 P.G. extended to cover such extended time for **completion of work plus 60 days.**

e] **In addition to the above SD & PG, you have to deposit the amount of Two Months Salary of the labourers i.e. Rs.5,95,835/- as Security Deposit to avoid in the form of DD in favour of FA&CAO/ECoR/Bhubaneswar payable at Bhubaneswar any litigation towards the labour payment as per the Minimum Wages Act. The same will be disbursed to the contract employees / labourers in case of failure in payment of salary.**

f]. You are requested to deposit the above Performance Guarantee (PG) amount and execute an 'Agreement' for the above work within 30 days from the date of issue of this Letter Of Acceptance (LOA), failing which 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 you fail 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 this contract and you will be debarred from participating in re-tender for this work.

Further it is clarified that. In case of non submission of PG within 30 days by you, 07 days notice will be served. If you fail to submit P.G. within 15 days from the date of issue of 07 days Notice, 48 hours Notice will be served to you and contract will be terminated, if there will be no positive response from the contractor. In any case, this cannot be stretched beyond 60 days from the date of issue of LOA.

SPECIAL CONDITIONS OF CONTRACT (A)

1. General:

1.1 The Special Conditions of Contract, 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 GCC 2001.

2. Precedence Order:

2.1 When there is a conflict between the Instructions to Tenderers, Special Conditions of Contract and the stipulations contained in the Annexure and

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Schedules of quantities and Rate on the one hand and GCC 2001 on the other, the former shall prevail.

2.2 Any notes appearing in the Schedule Of Quantities and Rates will take precedence over Special Conditions Of Contract and GCC 2001.

2.3 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.

3. Agreement:

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

3.2 The tenderer(s) **should** 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.

4. Change of address

4.1 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.

5. Dissolution of Contractor's Firm:

5.1 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).

6. Deployment of plant and machinery:

6.1 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.

7. Income Tax Deduction:

7.1 In respect of works, the contract value of, which is more than Rs.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 and **as revised from time to time**. Surcharge will also be deducted along with I.T if applicable

8. Procurement of Machinery by Contractor:

8.1 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 their 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.

9. Statutory Certificate Etc. :

9.1 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.

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10. 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.

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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.

11. If there is non-performance/bad workmanship/non-satisfactory work, contractor would be served with 7 days' notice to make good. On expiry of 7 days notice, if contractor fails to make good or performance does not improve, then Railways have the liberty to issue 48 hours ' notice of termination. On expiry of 48 hours notice period, contract would be terminated by issuing a letter and on such termination, contractor's entire Security Deposit available with Railways plus any dues arising from the works executed by the contractor will be forfeited.

12. 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 maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

13. Arbitration Clause:-

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be dealt as per the provisions of General Conditions of contract (GCC) revised from time to time.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT (B)

1.Name of work: "Mechanized Cleaning of **PALASA (PSA)** Station including platforms, yard, Tracks, office buildings, reservation office, concourse area, circulating area, waiting halls, yard from home signal to home signal etc for duration of **03 (Three) years** (i.e. 1096 days) from the date of commencement of work."

2.Scope: The successful tenderer will have to use cleaning equipments as detailed in **Annexures/Schedule** for cleaning activities. The various areas and frequency of cleaning is indicted in **Annexures/Schedules**. Bio-degradable chemical agents, consumables etc., along with equipments are to be used to ensure comprehensive cleaning. All the equipments, operators, consumables required to carry out cleaning will have to be arranged by the contractor at his own cost. All the labour required for cleaning work will have to be engaged by the successful tenderer along with equipments.

3. Labourers engaged should be above 18 years old. The staff should wear clean uniforms and protective gears as prescribed by the administration. Overall In-Charge, Supervisors and labourers should be issued identity card by the licensee himself. If a person is found without proper identity card, the person will not be allowed to work and necessary liquidated damage will be imposed.

4.The contractor shall have to maintain cleanliness and upkeep of the entire station area by undertaking manual as well as mechanized system. The contractor shall have to take up additional work in the event of extending the area of operation and shall also agree to install additional machineries in case there is any requirement. Payment for the additional work will be as per the finalized item wise rate of financial bid.

5.The cleaning work is to be carried out round the clock in all 3 shifts as per scope of work. The contractor shall depute competent labour force with supervisory staff in the entire three shifts with proper work distribution for prompt execution of the work so as to ensure that the services rendered are executed to the satisfaction of Railways. The contractor's labour will work at the train passing areas and other sensitive areas only with the consent of the authorized Railway supervisors at site. The contractor shall have to engage additional staff in case of requirement at no extra cost.

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6. The contractor will have to use mechanized cleaning equipments as detailed in ***Annexure/Schedule*** for undertaking cleaning activities at his own costs. The equipments deployed must fulfill the minimum requirement/features as outlined in ***Annexure/Schedule.*** The contractor shall be responsible for round the clock availability, serviceability and maintenance of these mechanized systems. These mechanized systems should be dedicated to this contract and cannot be taken out for any other job. Any repair/replacement of the equipment will have to be arranged by the contractor. It has to be ensured that in case of failure of any equipment, the same is repaired /replaced within 24 hours from the time of failure at contractor's cost. If this is not done liquidated damage will been imposed as per LD clause. **The contractor must be capable to procure and ensure its availability before commencement of the work.** He should also have the technical know-how of the mechanized systems.

7. The contractor shall be provided with rooms for stocking the machineries required for undertaking cleaning activities free of cost. However, the safety and security of the machineries shall lie upon the contractor. The contractor shall indemnify Railway against any accident or loss occurring due to these installations and equipments/machines. It is the responsibility of the contractor to keep such place clean and tidy and free from nuisance.

8. The contractor shall have to provide uniforms with distinctive logos and identifications, Gum Boots, Hand gloves, masks, Identity cards etc as per ***Annexure/Schedule*** to all its workers/staff and ensure that his men wear these at all the time while working at Railway premises so that they can be easily identified by Railway Security/Commercial staff and supervisors. The Railway shall give them permission to enter within the railway premises to execute the said cleaning work only.

9. The contractor shall have to furnish photographs and complete details of the labour and supervisors to be deployed with details of names, address, Phone No, Age, and Marital status, Voter ID No. etc. to enable the Railways to allow them free access to the station premises.

10. The contractor shall ensure due periodical Medical checkup and training to all its personnel's employed for carrying out the work and the medical fitness certificate of Doctor and training detail shall have to be submitted for records. Railway reserves the right to refuse work by a particular employee if he/she is found to be suffering from any infectious diseases and not fit to carry out the duties. They shall not be allowed to perform duties till recovery from the diseases as a precautionary and preventive measure.

11. The successful tenderer should take all safety measures while staffs are working on railway tracks. The Railway Administration will not be responsible for staff sustaining any injury or any illness while on duty. The successful tenderer/firm has to comply with the labour laws in force from time to time like Payment of Wages Act-1936, The Minimum Wages Act-1948, The Contract Labour (Regulation and Abolition) Act-1970, The Employees' Provident Fund & Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948, Hours of Employment Regulation's, Work Man's Compensation Act, Building & other constructions Workers (Regulation of Employment and condition of Service) Act, Payment of Bonus Act, Child Labour (Prohibition & Abolition) Act, Inter State Migrant Workmen Act etc.

12. Continuous cleaning of platforms round the clock to be ensured by deploying staff. The minimum required staff as stated should not be reduced on any account.

13. Soon after departure of each and every train the empty track shall be cleaned and tracks shall be free from garbage, rubbish solid waste etc. and washing of fecal matters. Two times cleaning of tracks per shift to be ensured within platform areas with liberal use of disinfectants so as to keep the area free from odor and flies.

14. All the platforms shall be washed with water once a day from water hydrants provided in the platforms. Footpath of platforms to be washed daily. All the dadoos and corners are to be dusted & washed with soap and water every week. Wet/Dry mopping of tiles, mosaic and granite areas is to be carried out continuously and the areas to be kept scrupulously clean using the modern equipments/machineries.

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15. Toilets/urinals facilities provided in the above areas for the use of departmental staff and passengers should be cleaned at regular intervals using good detergent, disinfectant and deodorants. Usage should be liberal to upkeep the premises neat and tidy.

16. All the garbage/wastages should be collected and put in thick disposal polythene covers with the top tied at the mouth from the place of collection to the dumping point by rubber wheel mounted steel/iron body hand cart for garbage removal. He should also ensure that no spillage occurs during transportation to dumping points at station premises nominated by Railway Authority. However, garbage collected from the Platform/stalls should not be dumped in open. The collected garbage should be stored in the litter container. A suitable vehicle should be engaged to clear the garbage collected on daily basis from the dumping vats.

17. The required cleaning consumables should be provided as per Annexure **1st week of every month.** The quantities should be certified by the Health Inspector and the same has to be drawn daily as per requirement failing which liquidated damage shall be imposed.

18. The contractor shall also provide a list of chemicals/cleaning solvents as ***Annexure/Schedule,*** which will be used, along with their specification, composition and quantity for undertaking different cleaning activities.

19. It will be obligatory on the part of the contractor to keep adequate fire fighting arrangements such as buckets filled with water or fire sand/fire extinguishers at the site at his own cost against the risk of fire. The contractor shall not be entitled to claim against the administration for any loss that the contractor may incur on account of fire, any other natural calamities or any other cause. The contractor should take all safety precautions while his/her staff works on railway track or at other sensitive areas. The Railway Administration shall not be held responsible if the staff employed by the contractor sustains any injury or any incidental illness.

20. The contractor shall engage **one Project In – charge who should possess a Diploma in Public Health Management and at least five years experience in managing facilities at the station in addition to the Supervisors.** The Project In – charge shall maintain liaison with the Health Officers, Health Inspector, Station Manager or other Railway representative at site for instruction, clarification etc. regarding carrying out the activities of mechanized cleaning properly. He should maintain adequate mobile communication with Railway at all times for which he should carry mobile phone at all times and the number of which shall be given to Railway administration and Supervisors at site. At no point of time his mobile phone should be switched off. He shall keep the daily attendance register of the labours engaged, and will ensure proper functioning of machineries and availability of cleaning consumables. He shall also fill up the Daily Score Card along with the Railway supervisor at site.

21. The quality of work will be closely monitored and shall be inspected daily/at frequent intervals by Railway Authorities. However, a time will be fixed to ensure for cent percent cleanliness in station premises by the Railway Authority during each shift. The time will be decided by the Railway authority depending on the train movement, occupation of platforms and tracks and passenger movement. Scoring for that shift will be decided at that point of time. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property/premises due to such practice, for which contractor will be solely responsible. If any such incident takes place and the contractor is found responsible, Railway will reserve the right to impose fines and / or terminate the contract immediately.

22. All the dustbins should be emptied every day at frequent intervals and at no point of time these should overflow or give a dirty look. All the dirt, litter, rubbish, garbage and other disposables shall be collected, put into thick polythene bags, tied at mouth and carried from the place of collection to the dumping vat.

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23. Proper cleaning and hygiene shall have to be ensured at all points of time without any failure in the railway station premises. Tracks shall be kept free from solid waste, muck and night soil etc. at all points of time. Proper cleaning after departure of each train using adequate chemicals/consumables, disinfecting fluid/detergents or deodorants etc. shall have to be ensured to keep the area clean and tidy and free from bad smell. It shall have to be ensured that all the station premises are free from dirt, stains, bad smell and nuisance at all point of time. All fly proof measures shall be undertaken by ensuring that night soil and food materials are not accumulated in the railway tracks and platforms and necessary environment friendly chemicals and deodorants shall be sprayed on all the railway tracks, platforms and other offices to ensure in avoiding fly nuisance. Necessary permitted deodorants and disinfectants should be used in the process of cleaning in all the areas in general and without failure in toilets/urinals and track areas. Mosquito repellent agents should be used without fail.

24. All the Railway officials shall have free access to inspect the station and the associated areas enlisted above in context of monitoring cleanliness. The same shall be perused regularly and suitable action shall be taken on the deficiencies reported. In addition, there will be periodical inspections by various inspecting officials regarding stock and quality of cleaning consumables, working conditions of the machinery, availability of staff etc.

25. The equipments in mechanized system should fulfill the minimum requirement outlined in Annexure. The contractor shall keep adequate number of spare machines and equipments to ensure proper functioning of mechanised cleaning work. All types of consumables required for smooth functioning of machines e.g. lubricant, brush & squeezers for scrubbing machines etc will be arranged by the contractor.

26. The minimum scale of cleaning activities is indicted in ***Annexure/Schedule*** which indicates the minimum schedule of cleaning and minimum number of men to be deployed. Any extra cleaning if required to keep the premises clean will have to be done at contractor's cost.

27. The Railway shall provide the successful tenderer **free water and electricity** for operation of machines/equipments and cleaning of premises.

28. The general scope of Mechanised Cleaning of **PALASA (PSA)** Railway station is indicted in ***Annexure/Schedule.***

29. The cleaning work shall be carried out during the lean traffic hours irrespective of time. It will have to be ensured that no major inconvenience is caused to the passengers. The cleaning of tracks including CC aprons will have to be done only when the tracks are free from any train. Washing of tracks with high pressure jets, collection of litter, sweeping and scrubbing of platforms and other cleaning activities shall be done as per ***Annexure/Schedule.*** The contractor shall supervise the mechanised cleaning work on a continuous basis. The contractor has to do the work of collection and disposal of solid waste and cleaning of drainage system.

30. Payment of wages on the date of its disbursement should be witnessed by authorised representative of Principal Employer and shall record under his signature a certificate at the end of entries in the Register of Wages. Successful tenderer should submit the payment details to Railways for verification every month. Apart from this the Principal Employer's have to ensure the maintenance of the following by the contractor engaged by them;-

a) Registers – required to be maintained under various enactments applicable to them.
b) Muster Roll, Wage Register, Deduction Register & Overtime Register, Register of fines, Register of advance
c) Display of required notices, abstracts of the Acts & Rules at the work spot.
d) Issue of wages slips.
e) Issue of Employment cards.

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f) Provision of first aid box at work spot.
g) Provision of welfare facilities at the work spot.
h) In addition all the registers and forms as applicable under Contract Labour Act, EPF & ESIC etc. should be maintained by the contractor and should be produced before the inspecting officials including Railway Administration from time to time or as and when required.

31. Any failure on part of the successful tenderer to implement provisions as per the acts mentioned above will be treated as a failure and any strictures/penalty so levied by the concerned authorities will be realized from the tenderer.

32. All payments to the labourers and supervisors engaged by the contractor have to be paid through bank to their individual SB Accounts **on or before 7th of every month** and salary statement to be produced. Bank statement for having credited the minimum wages for the previous month to the contract labourers has to be submitted along with the monthly bill claimed. In cases where labourers work for short period or any other cases where there is valid reason, their payments can be made in the presence of CHI of **PALASA (PSA)** station. It is assumed that the contractor should be financially sound to arrange payment to the contractual labourers by 7th of every month. As a principal Employer and to avoid litigation against Payment of Wages Act and amount equivalent to **two month salary** of the labourers will be kept as Security Deposit with the Railway Administration **in addition** to the regular SD & PG amount. The same will be disbursed to the contract employees / labourers in case of failure in payment of salary.

33. The Tenderer will take into the consideration the following statutory obligation Relievers/ESI/EPF/Service tax etc and all other taxes as applicable from time to time while quoting the rate. **Keeping in view the guideline issued by Ministry Of Finance (Department of Expenditure) vide Notification No. 30/2012 – Service Tax dated: 20.06.2012, which stipulates that – "In respect of services provided or agreed to be provided in service portion in execution of works contract", 50% of Service Tax on labour component (Skilled, Semi-Skilled & Un-skilled) is to be borne by the contractor and 50% of the Service Tax is to be borne by the receiver.**

34. **As the work of Mechanised Cleaning of PALASA (PSA) Railway station involves more than 20 labourers, the successful tenderer/firm should be a registered one with the Central Labour Office as per the provisions of the act. The contractor should have EPF & ESIC Code No.**

35. Contractor shall pay all the statutory taxes levied by Government or Local Bodies.

(a) Compliance to Railways' Instructions: - The Railway or his representative shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Railway or his representative from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

(b) Alterations to be authorized: - No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Chief Medical Superintendent, Khurda Road, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Chief Medical Superintendent.

(c) Extra Works: - Such works over and above those included in the contract require to be executed at the site; the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

36. **LOCAL CONDITIONS:**

It will be imperative for each tenderer to fully acquaint him-self with all the local conditions and factors which would have any effect on the performance of the contract and the cost of item of works. The "Railways" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. **The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of nature and volume of work to be done.**

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37. WORK EVALUATION:

The effectiveness of cleaning will be evaluated on a scale of 0 -10 as per the following grading and scores will be assigned for each item in the score card:

Surface condition	Rating
Clean, no dirt or no stains, properly washed & mopped including water booth, Drains should be clean, track should be 100% rag free and no cobwebs and properly use of required consumable cleaning items.	10
Clean, very slight stains with visible cleaning effort and properly use of required consumable cleaning items.	9
Very light dirt or stains visible/presence of rag on the track and not proper use of required consumable cleaning items.	8
Minor dirt/stains visible, washing & mopping not proper, presence of rag, drain not cleaned properly and not using consumable cleaning items.	6
Fair amount of dirt and stains visible, poor cleaning activity, track & drains not attended properly and not use of required consumable cleaning items.	4
Severe dirt and stains visible, lack of washing & track cleaning	2
Extreme dirt/stained, not washed or mopped, cobwebs present, track not attended	0

38. Liquidated Damage Clause:

(I) Performance evaluation and imposition of Liquidated damage:-

Performance of the Contractor will be evaluated on a scale of 0 - 10 as per the rating/grading. Grading will be given in each shift (One day will consist of three shifts). Average of grading in the three shifts of a day (i.e. 24 hours) will be that day's grading. Based on grading, monthly bill will be paid to the contractor. However, shortfall of quality performance suitable Liquidated damage will be imposed on the Contractor as per the following grading:-

Grade	Liquidated Damage
More than 90 to 100%	Nil
More than 80 to 89%	10% of the accepted rate (per day)
More than 70 to 79%	20% of the accepted rate (per day)
More than 60 to 69%	30% of the accepted rate (per day)
More than 50 to 59%	40% of the accepted rate (per day)
More than 40 to 49%	50% of the accepted rate (per day)
Less than 40%	100% of the accepted rate (per day)

The Contractor should strictly adhere to scoring of 9 & 10. The grading given for each item on Score Card shall be summed up to maximum of 100%. Daily score of each area of 10 means 100%. The overall scoring for the entire station area will be considered scores more than 90% only shall be acceptable. Decision of Railway Supervisor in-charge in grading will be final and binding on the Contractor. Railway administration reserves the right to terminate the contract if the grading of the contractor is below 40 for 10 days in a calendar month.

(II) The following liquidated damage will be imposed if the cleanliness is found not up to the mark:

a) Suitable vehicle not turning up for collecting of garbage from the main vat (Dustbin)-Rs.500/-per occasion i.e. per day.

b) Dustbins/litterbins not provided with polythene bags: Each failure – Rs.10/- per dustbin per occasion

c) Litter cleared from platform should not be pushed or thrown on to the track. Violation of this will attract a minimum penalty of Rs.100/- each time it is noticed.

d) If Chemical/consumables are not used as per annexure and non-supply of items, LD amount of Rs.200/- per day will be imposed.

e) An amount of Rs. 10/- per day per case is to be imposed on account of non compliance of Uniform/ID/ Protective gears by the labourers.

f) If Machines not used as per the annexure penalty will be imposed as below:

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Description	LD Amount
Electric operated walk behind scrubber drier	Rs 100/- per machine per day
Electric operated Single disc scrubber Machine	Rs 100/- per machine per day
Electric operated cold high pressure jet cleaning machine	Rs 50/- per machine per day
Electric operated Wet & Dry Industrial Vaccuum cleaning machine	Rs 50/- per machine per day
Electric operated steam cleaner for wash room	Rs 50/- per machine per day
Mechanical walk behind sweeper	Rs 50/- per machine per day
Hand cart for garbage removal Steel body (Wheel barrow)	Rs. 50/- Per Machine per day

(III)Other Liquidated damage:

- If the number is reduced and if cleanliness suffers on this account an approximate cost of **Rs. 450/- (Rupees four hundred fifty) only** per labourer per day will be recovered from the bill amount in the current monthly payments as liquidated damage as it will be presumed that less No. of manpower will affect the quality of cleanliness of an area.
- A maximum of Rs.500/- per occasion per failure on quality cleanliness by Supervisors/Inspectors of Medical departments.
- A maximum of Rs.1000/- per occasion for failure on quality cleanliness by Officers /Sr. DMO.
- A maximum of Rs.5000/- per occasion for failure on quality cleanliness by CMS, ADRM, DRM & Officers (HOD's) of HQ per occasion.

39. Extension Clause: The period of contract may be extended for further period from the date of expiry of contract subject to satisfactory performance with the same terms, conditions & rate as accepted in the tender agreement. Supplementary agreement is to be executed before payment for work.

40. The contractor is responsible for any damage caused to the Railway property or passersby/passengers or to persons who come with contact while fixing the panels and also any damage caused by his panels to the Railway property or passersby or to persons who come into contract during the period of contract.

41. In case of exigencies, the contractor should deploy additional work force at a short notice.

42. The contractor shall behave in courteous manner with passenger and railway personnel and the contractor supervisor / labour need to have cordial and mutual respectful relationship.

43. Whenever fish or any perishable items is loaded or is unloaded, that area should be washed and disinfected immediately.

44. The Railway Health officials, Health inspectors reserve the right to reject any person found unsuitable for the work.

45. **HEALTH AND SAFETY STANDARDS**:

a) The service provider shall ensure that the vehicles and equipment used for performing the activities envisaged in the contract are cleaned / washed / disinfected at least once a week.

b) The service provider should facilitate regular health checkups of its employees.

c) The service provider shall provide to persons working on the contract appropriate safety gears.

46. **The inspecting officer shall have the following powers**:

i) The Mechanised Carrier and all auxiliary and ancillary equipments / tools, submitted for inspection, to certify that it is not in accordance with the contract.

ii) To reject the Mechanised Carrier and all auxiliary and ancillary equipments / tools, submitted as not being in accordance with the requirement of the tender document.

iii) To mark the rejected Mechanised Carrier and all auxiliary and ancillary equipments / tools with a rejection mark so that they may be easily identified if re-submitted.

The inspecting officer's decision as regards rejection shall be final and binding on the contractor.

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47. Other Conditions:

a) The contractor shall not use the name of Railways in any manner either for credit arrangements or otherwise and it is agreed that the Railways shall not in any way be responsible for the debits, liabilities or obligations of vendor and/or his employees.

b) The volume of cleaning work required to be handled as shown in the **Annexure/Schedule** is approximate and it should be clearly understood that this information is furnished to the tenderer without prejudice and without commitment on the part of the Railway Administration. The volume of work is likely to fluctuate (increase or decrease).

c) Regarding quality of cleanliness and imposition of Liquidated Damage due to non execution of work wholly or in part, Railways decision would be final and binding on the contractor.

48. General and Special terms & conditions, work schedule, machines specifications, & related details mentioned in tender form will be part of agreement.

49. The cleaning activities undertaken by the contractor shall also be evaluated by the members of SIG (Services Improvement Group) during its course of inspection of the station and their remarks shall be recorded.

50. The minimum wages payable to the labour should be as per the rate prevailing and issued by the Central Labour Commissioner from time to time under the minimum wages Act. As and when the minimum wages (Wages + VDA) is revised, the increase in minimum wage should be reimbursed to the contractor on submission of documents regarding such revision notification and proof of payment to the labourers at revised rate. In view of this, no separate PVC clause should be provided in the service contract where the No. of labourers to be engaged is specified.

51. The monthly billing and payment system shall be followed for which the bills for previous month have to be submitted timely. Paying authority will be Sr.DFM. The contractor shall submit the bills on a fixed period every month along with other mandatory documents.

52. The payment for each activity shall be linked to the average score of three shifts. However, there will be no averaging of score of distinct/different activities. As the cleaning activity is not amenable to precise/pinpointed measurements, while assessing, the availability of estimated number of safaikarmachari and usage of machines & consumables will be taken into the account by the supervisor. Minimum performance parameters have also been specified in the table (Score Card) and if the performance standards are less than that, the work shall not be accepted and the entitled payment will be NIL. For a particular activity if the performance is below i.e. minimum bench mark for more than three days in the billing period, an enquiry will be ordered and contractor will be required to replace in-disciplined persons and non-performers.

53. ACCOMODATIONS AND RAILWAY PASSES:

No accommodations shall be given to any contractor(s) or staff/supervisors for the purpose of stay. Also, no Railway pass / PTO shall be given to them.

54. DISPUTE:

Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and this decision shall be final and binding on the contractor/tenderer(s).

55. TAXES/DUTIES:

Rates quoted should be inclusive of all taxes as is being levied or may be levied in future. No increase in Rates will be permissible even if the tax rates are increased.

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56. **RATE :**

The prices are to be quoted by the tenderer in the offer for the various components:-

a) Cost of Manpower, Cost of Mechanized system, Cost of Consumables, Uniforms and protective gears and other Housekeeping items & cost on Garbage segregation and disposal and minor plumbing works as per norms.

b) All taxes and levies etc. like sales tax, excise duty, works contract tax, service tax etc. as applicable and insurance including third party liability etc.

c) Cost of all auxiliary equipment, consumables for completing the job.

d) Cost of maintenance of these mechanized systems.

e) Any other cost direct or hidden not mentioned above.

57. The items, which could not be cleaned for reasons like occupation / inaccessibility due to passengers, shall be marked as "X" and not counted towards score. In addition, the toilets having no water shall be marked "X" and treated similar to being inaccessible.

58. Score cards and non-accessibility of a particular location, if any, shall be certified by Engineer in-charge / Supervisor in-charge.

59. In case the contractor repeatedly gives unsatisfactory performance, notice shall be issued for improving the cleanliness. If he still fails to improve the standards. Railway will be entitled to take action as per the **clause 62 of GCC.**

60. In a particular shift if the total labour strength available is quite less than the prescribed or desirable bench mark, the supervisor in- charge will decide as to far what priority area the available strength will be deployed. The contractor will not be allowed to tackle each activity center and create unsatisfactory condition everywhere. For those activities which are left totally uncovered due to shortage of labour. The scoring for that particular shift should be given accordingly to the work done, in addition to proportionate deduction in labour payment, for non-use of machineries and consumables.

61. Since the cleaning job in busy station areas is quiet strenuous, it is necessary that the workers having necessary physical fitness are only employed. The designated engineer / medical officer shall, therefore, examine the physical efficiency and issue the fitness certificate and record the same on worker's I/Card. The contractor will not be allowed to bring fresh faces at the last moment unless their physical fitness is pre-certified.

62.PAYMENT TERMS:

The standard payment terms subject to recoveries as mentioned in the agreement or of any amount under the liquidated damages clause of contract will be as under:

a. **On account payment will be made to the firm/contractor based on the daily score card (Annexure).**

b. **Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including liquidated damage as specified in work evaluation and LD clause or any other contract in respect of which the President of India is the contracting authority.**

c. **Enclosed copy of Wage register, copy of Challan of EPF (TRRN, CRN) & ESIC (Challan) of previous month of engaged staff, copy of advanced register & copy of Bank statement duly certified by respective bank should be submitted along with monthly bills.**

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d. **Enclosed copy of ECR of EPF & ESIC showing the employee's & employer's contribution in favour of respective account holders of previous month attached with the running month bill.**

e. **Challan of Service Tax should also be deposited.**

63. INSPECTION REGISTERS AND RECORDS:

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Railway or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Railway's representative. The Contractor's representative will maintain the following registers at site.

a) Site Order Register – The Contractor shall promptly acknowledge orders given therein by Railway or his representative and shall make all efforts to comply with them. The Contractor shall report to the Railway the compliance so that it can be checked.

b) Labour Register - This register will be maintained to show daily strength of Labour in different categories employed by the Contractor and same to be submitted to Railways every month.

c) Log Book of events – All events are required to be chronologically logged in this book date & shift wise.

d) Inspection Register - This register will be maintained by the contractor, whenever time of inspection it has to produced to Zonal as well as Divisional Railway Officers.

64. WORKING HOURS:

Work shall be carried out as specified in Scope of Work of the special conditions of the contract. The Contractor will be responsible for fulfillment of this condition during the execution of work for safe working of his staff. The shift can be unit or split depending upon the cluster of trains falling under the working timetable.

65. The Prohibition of Employment as "Manual Scavengers and their Rehabilitation Act, 2013".

The successful tenderer has to strictly adhere & comply to the above act of Prohibition of Manual Scavenging & there is no violation of this act. This act is notified in the Gazette of India & come in to force w.e.f 06/12/2013.

66. During the execution of contract if any violation of the above act is noted, the agency will be held responsible for the violation & action will be initiated against the agency as per the laws governing the act, on repeated violation noticed the contract may be terminated.

a) Railway reserves the right to make any changes at any time during the contract period. If such changes cause an increase or decrease in contractor's price an equitable variation shall be agreed. Railway Administration's competent authority (MEDICAL Department Officers only) has full power to make any changes/terminate/modification in the contract without assigning reasons.

b) The whole contract is to be executed in the most approved, substantial and workman like manner to the entire satisfaction of the Railway Administration or its nominee, who, both personally and by his deputies, shall be free to inspect the work at such times as he may deem fit, and on any question of the true intent and meaning of the specification, railways' decision shall be final and conclusive.

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c) If the Contractor deliberately gives wrong information in his tender or creates circumstances for acceptance of his tender, the Railway Administration reserves the right to reject such tender and in the case of the successful tenderer to cancel the contract at any stage.

d) A confirmation from the contractor accepting that all the material supplied to be used are guaranteed for satisfactory performance for a entire contractual period from the date of ensure 100% availability of mechanized system /installation,

67. **Liability under Workmen's Compensation Act or otherwise**:

a) The contractor shall all time indemnify the Railway Administration against all claims which may be made under the Labour Laws and Workmen's Compensation Act 1923 for any statutory modification thereof or rules made there under or otherwise for or in respect of any damages or compensation payable in consequence of any accident injury sustained by the contractor for any workmen, labourers for any person or persons in the employment of the licensee and engaged in the performance of the business relating to this license, except Railway employees. The licensee at all times shall also take all risk of accident or injury which may cause of failure or the performance of the said business arising out of such accidents to such workmen, labourers or servants except Railway staff and against all costs and expenses incurred by the Railway administration in connection there with and (without prejudice to any other means of recovery) the Railway Administration shall be entitled to deduct from any money due or become due to the licensee whether under this agreement or any other agreement, all moneys paid or payable by the Railway administration by way of compensation aforesaid or for cost or expenses in connection with any claim thereto and the licensee shall abide by the decision of Railway administration as the sum payable by the licensee under the provision of this clause.

b) The contractor shall note that no compensation due to loss of life or loss of material shall be payable by the Railway administration and contractor shall have to pay all the claims due as compensation in case of accident, injury to the labourers for whatsoever reason.

68. Any damage to the Railway equipments/property caused on account of negligence of contractor or his representative shall be recoverable fully from his bill and decision of the Railway administration shall be final and binding with the contractor.

69. **For bandh, natural calamities or other untoward situation liquidated damage will not be imposed**. But contractor should give his full efforts & also obtained proper certification from railway administration in respective of bandh, natural calamities or other untoward situations.

70. The Contractor has to provide two month's consumables stock initially as mentioned in ***Annexure/Schedule.*** and **thereafter monthly by 1st of every month.**

71. **Other Terms and Conditions applicable for this contract:**

(a) The contractor has to declare before signing the agreement that he does not have EPF code and is not engaging more than 20 labourers in any other department.

(b) The contractor has to posses the ESIC Sub Code Number of area before execution of work.

(d) The contractor must hold the license from the Central Government for Labour License or any other License required from Central Government during the course of contract. The same has to be renewed as per norms.

(e) For obtaining Labour License Enclosed '**Form-V' duly signed by the Principal Employer.**

72. Please note that all other conditions as laid down by the Railway Administration in the Tender Documents shall form part and parcel of the Agreement.

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73. CHI/PSA is the authorized representative of CMS/ECoR/KUR, who will inspect the quantity, quality & brand of the 'Machines & Materials' as per the Specification in Annexure / Schedule wise before use and the work will be executed under his guidance.

74. No price variation clause is applicable to this tender.

75. As and when the minimum wages is revised the increase in the minimum wage should be reimbursed to the contractor on submission of documentary evidence.

Please note and confirm that necessary action is being taken by you accordingly.

Encl: 'Annexure' From '1 to 9' & "Form V" for obtaining 'Labour License'

Thanking you,

Yours faithfully,

16/11/15

[Dr. P. K. Patnaik, Sr. DMO (H & FW)]
East Coast Railway, Khurda Road,
For & On behalf of President of India

Sr. DMO(H & FW)KUR

Copy to: 1. Dy. CVO. Engg., CSP, Bhubaneswar.
2. Sr. DFM, ECoR./KUR
3. Divl. Audit Officer, ECo.R/KUR
4. CHI/PSA is advised to inform this office 'the date of commencement of work.'
5. Asst. Labour Commissioner (Central), Kendriya Shram Sadan, N-7/6 &7, ITC Village, BBS-15.

Annexure -1

SCOPE OF WORK
Platform (i.e. P/F)
FOB, Stair case
Yard (between Platforms)
Yard (outside platform) (from Home signal to Home signal)
Waiting halls, Retiring Rooms, Dormitory, VIP Lounge
Offices in station building like SMR, C&W, Commercial, TTE, Enquiry office, GRP office, Parcel area (passenger area and staff area) and other offices etc.
Concourse area, Reservation counter, Booking office, Circulating area, Parking area and Approach Roads
Drains
Water booths (23 Nos), Display board, signages, water coolers, Furniture cleaning. Glass panes cleaning.
Pest Control, Cob web removal, stray animal chasing
Garbage removal from collecting bins to master dustbin

1. **Schedule of work to be covered under each area and type of job involved is given below:-**

Table-I

Sl. No	Area	Items covered	Type of cleaning
i.	Platform area	P/F floor P/F ceiling Pillars Water booths Benches Display boards, signages water cooler	Surface cleaning-dry & wet. Vacuum cleaning-dry & wet. Mopping. Cobweb removal.
ii.	FOB, Staircase	Floor, ceiling, railings Display boards, signages.	Surface cleaning-dry. Vacuum cleaning. Mopping. Cobweb removal.
iii.	Yard (between Platforms)	Drain	Removal of rag, garbage, night soil and their disposal. Jet cleaning. Drain cleaning and desilting. Rodent, Pest & mosquito control.
iv.	Yard (outside platform) (from Home signal to Home signal)	Track surface Drain	Removal of rag, garbage and their disposal.
v.	Waiting halls	Hall Toilets Side walls Window, door, glass panes. Furniture Display boards, signages.	Surface cleaning-dry & wet. Vacuum cleaning-dry & wet. Mopping. Cleaning of walls, window, door, glass panes, railings. Dusting of furniture. Cobweb removal. Cleaning of toilet pans, basins, floor, walls. Stain removal. Disinfectants. Rodent, pest & mosquito control.

vi.	Public toilets	Floor Side walls Ceiling. Pans Wash basin Floor Mirror Side walls Display boards, signages.	Surface cleaning. Cleaning of pans, basins, floor, walls. Jet cleaning. Stain removal. Disinfectants. Rodent, pest & mosquito control. Cobweb removal.
vii.	Offices in station building like SMR, HI, C&W, Commercial, TTE, Electrical, RPF, Enquiry office etc.	Floor Side walls Ceiling. Furniture Electrical appliances-water cooler, Window, door, glass panes. Toilets.	Surface cleaning-dry. Vacuum cleaning. Mopping. Cobweb removal. Cleaning of walls, window, door, glass panes. Dusting of furniture, Toilet cleaning
viii.	Retiring room, Dormitory, Lounge, rest rooms, Stair case, Corridor	Floor Side walls Ceiling Furniture Toilets Electrical appliances-water cooler, Display boards, signages. Window, door, glass panes.	Surface cleaning-dry. Vacuum cleaning. Mopping. Cobweb removal. Cleaning of walls, window, door, glass panes. Dusting of furniture, Cleaning of toilet pans, basins, floor, walls Rodent, pest & mosquito control (like bed bug).
ix.	Reservation counter, PRS, Booking office, Parcel area (passenger area and staff area)	Floor, Side walls, Ceiling Furniture, water cooler, Display boards, signages. Window, door, glass panes.	Surface cleaning-dry & wet. Vacuum cleaning-wet & dry. Mopping, Cobweb removal. Cleaning of walls, window, door, glass panes, Dusting of furniture, Stain removal.
x.	Concourse area	Floor Side walls Ceiling Furniture Display boards, signages.	Surface cleaning-dry & wet. Vacuum cleaning. Mopping. Cobweb removal.
xi.	Circulating area	Parking area. Approach roads. Display boards, signages. Drains. Boundary wall.	Rag/garbage removal and disposal. Surface cleaning/sweeping-dry. Cleaning and desilting of drains.

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Annexure-2

THE MINIMUM SCALE/FREQUENCIES OF CLEANING ACTIVITIES AND AREAS OF MECHANIZED CLEANING OF **PALASA** RAILWAY STATION

Sl. No.	Location	FREQUENCY	
		Dry cleaning	Wet cleaning
1	Cleaning of Platforms No. 1, 2 & 3	Daily Continuous and after departure of each train from the platform	Thrice a day
2	Cleaning of FOB, staircase	-do-	Twice a day
3	Yard between Platforms	-do-	Twice a day
4	Yard outside PF area and towards home signal	--	Once a day
5	Upper and second class Waiting halls, AC lounge, VIP lounge.	Daily & Continuous	Thrice a day
6	Public Toilets	Daily & continuous	Thrice a day
7	Offices in station building like SMR, HI, C&W, Commercial, TTE, Electrical, Enquiry office etc.	Daily once	Once a day
8	Retiring room complex and Dormitory areas	Daily & Continuous	Twice a day
9	Reservation counter, PRS, Booking office, Parcel area (passenger area and staff area)	Daily & Continuous	Thrice a day
10	Concourse areas	Daily Continuous and after departure of each train from the platform	Thrice a day
11	Circulating area and parking area	Daily & Continuous	
12	Drains in between tracks	Daily cleaning & removing of accumulated garbage till the end of drain up to the mouth of main drain out let and as and when required to avoid choking.	
14	Display Boards, signages, water booths & water coolers etc.	Daily once and as and when required	
15	Removal of stains from walls including corners and cleaning of Glass panels of windows and doors	Daily once and as and when required	
16	Furniture (in offices, waiting halls, retiring rooms, dormitories, Lounges, enquiry office, rest rooms etc)	Daily once and as and when required	
17	Removal of cobwebs	Fortnightly and as and when required	
	Entire station area: spraying of Insecticide / Larvicides & Anti Rodent / Anti fly measures.	Once a week or as and when required.	
18	Garbage removal from dustbins at platforms and station premises and dumping into the master vat	Daily & Continuous	
19	Deodorants/Disinfectants in entire station area.	Daily.	
21	In addition to this machines are to be utilized at all places depending upon the suitability. These machines to be utilized frequently to give a better look to the station premises.		

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Annexure-3

Details of 'Schedule-A'

MANPOWER OF MECHANISED CLEANING CONTRACT OF PALASA STATION				
Area Description	**No.**	**Minimum Requirement of staff in 1 shift**	**No. of shifts required**	**Total manpower Required per day**
Platform (i.e.P/F)	3	1st + 2nd shiftX3	2	6
		Night shift	1	1
Sub-Total				**7**
FOB, Stair case	2	1	2	2
Yard (between Platforms)	5	2	2	4
Yard (outside platform) (from Home signal to Home signal)		1	1	1
Waiting halls, Retiring Rooms, Dormitory, VIP Lounge	5	1	3	3
Offices in station building like SMR, C&W, Commercial, TTE, Enquiry office, GRP office, Parcel area (passenger area and staff area) and other offices etc.	12	2	1	2
Concourse area, Reservation counter, Booking office, Circulating area, Parking area and Approach Roads		1st shiftX2	1	2
		2nd shiftX1	1	1
Sub-Total				**3**
Drain	2	2	1	2
Water booths (23 Nos), Display board, signages, water coolers, Furniture cleaning. Glass panes cleaning,		1	1	1
Pest Control, Cob web removal, stray animal chasing		1	1	1
Garbage removal from collecting bins to master dustbin		1	2	2
Manpower for machines				2
TOTAL				**30**
Supervisor (Semi-Skilled/Skilled) and Manpower for Material maintenance		1	3	**3**

Note: CHI will decide as for what priority area the available strength of labors & supervisors will be deployed. The above deployment shown may vary as per requirement for the day.

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Details of 'Schedule-B'

EMPLOYEES PROVIDEND FUND (EPF) / EMPLOYEES STATE INSURANCE (ESI) & SERVICE TAX (ST).

The Contractor will take into the consideration the following statutory obligation Relievers EPF/ESI/Service tax etc and all other taxes as applicable from time to time while executing the work. Keeping in mind the guideline issued by Ministry Of Finance (Department of Expenditure) vide Notification No. 30/2012 – Service Tax dated: 20.06.2012, which stipulates that – "In respect of services provided or agreed to be provided in service portion in execution of works contract", 50% of Service Tax on labour component (Skilled, Semi-Skilled & Un-skilled) is to be borne by the contractor and 50% of the Service Tax is to be borne by the receiver.

As the work of Mechanised Cleaning of ~~Bhubaneswar~~ Palasa Railway station involves more than 20 labourers, the successful tenderer/firm should be a registered one with the Central Labour Office as per the provisions of the act. The contractor must have EPF & ESIC Code No.

Details of 'Schedule-C'

MACHINES TO BE UTILISED FOR MECHANISED CLEANING OF PALASA STATION

Sl. No.	Name of the Machine	No. Required
1	Electric operated walk behind scrubber drier	1
2	Electric operated Single disc scrubber machine	1
3	Electric operated cold high pressure jet cleaning machine	1
4	Electric operated Wet & Dry Industrial vaccuum cleaner machine	1
5	Electric operated steam cleaner for wash room	1
6	Mechanical walk behind sweeper	2
7	Hand cart for garbage removal Steel body 120 litres capacity (Wheel barrow)	2
	TOTAL	**9**

Minimum Specification of the Machines to be utilized for mechanized cleaning of PSA station

Sl. No.	Name of the Machine	Minimum Specification
1	Electric operated walk behind scrubber drier	Working width 43 cm, Suction width 75 cm, Theoretical area performance 1700 m^2 per hour, Working speed 4 Km/hour Clean water tank and dirty water tank 22 litres & 22 litres respectively, No. of brushes 1 No. Brush diameter 43 cm Brush speed 280 Rpm, Total Weight without brush 86 Kg
2	Electric operated Single disc scrubber machine	Working width 430 mm, Speed min 160 Rpm, Weight (W/O tank) 40 kg, Power consumption 1100 watt, Cable length 15 metre, Tank capacity 15 litre
3	Electric operated cold high pressure jet cleaning machine	Operating pressure upto 160 bar, Water flow min 660 litres/ hour, Phase I 230 volt, Power 3-4 kilowatt, Detergent tank min 3.5 litre, Wheel – Yes for transportation

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4	Electric operated Wet & Dry Industrial vaccum cleaner machine	No. of motors – 2 Single stage high speed by pass, Power 2600 Voltage 220 – 240 V, Water lift (mm H_2OC) 2380, Air flow (metre^3 /Hour) 400, Time capacity (Litres) 62 litres, Body Stainless steel
5	Electric operated steam cleaner for wash room	Max power 3400 watt, Boiler capacity 3 litres, Boiler pressure 8 bar, Steam temp 169 deg C, Water tank capacity 5 litres, Cleaning agent tank 5 litres, Vacuum motor 1200 watt, Cable length 4.5 metres, Voltage 230 volt
6	Mechanical walk behind sweeper	Central brush width 460mm, Working width with side brush 700 mm, Hopper bin capacity 45 litres, Cleaning capacity 1500m^2 per hour, Weight 29 kg
7	Hand cart for garbage removal Steel body (Wheel barrow)	Trolley make 16 gauge G.I sheet, Size of box trolley 3X2X1 Model of wheel cast iron 2" rubberized moulded, Wheel of size 300 mm (1 feet) with anti-corrosive Zinc premier and final enamel paints

Note: The above specification is minimum requirement. Higher or better specification will be accepted for the said work.

Details of 'Schedule-D'

Consumables for PALASA Station Cleanliness

Sl No.	Description	Unit	Quantity per Month
1	Soft Brooms	No.	4
2	Coco Brooms	No.	20
3	Concentrated jelly (Aromatic Compound)	Litre	5
4	Acid HCL	Kg	5
5	Soap Oil	Litre	5
6	Bleaching Powder	Kg	200
7	Caustic Soda	Kg	6
8	Slaked Lime	Kg	20
9	Ezee Clean Mopping Stick (Dry & Wet)	No.	2
10	Long handle water wiper	No.	2
11	Naphthalene Ball	Kg	1
12	Urinal cakes	No.	5
13	Air Freshner	No.	5
14	Lemon Grass Oil	Litre	1
15	Room freshner	No.	2
16	PVC Garbage collecting bin (40 litres)	No.	2
17	Plastic bucket	No.	2
18	Plastic Mug	No.	2
19	Scrubbing Brush	No.	2
20	Drain cleaning brush	No.	2
21	Long handle Toilet cleaning Brush	No.	2
22	PVC pipe	Metre	5
23	Detergent Powder	Kg	5
24	Duster Cotton	No.	5
25	Polythene bags 60 Ltr Capacity	Kg	25

26	Harpic Solution	Litre	1
27	Non foaming detergents for machines	Litre	2
28	Dust Collector	No.	5
29	Dichlorvas 76%	Litre	0.5
30	Deltamethrin 2.5%	Litre	0.5
31	Fenthion 1000 EC	Litre	0.5
32	Bromadialone	Kg	0.5
33	Phowrah with handle (Mumties)	No.	2/year
34	Crowbar	No.	2/Year
35	Shovel	No.	2/Year
36	Panja	No.	4/Year
37	Sprayer	No.	1/Year
38	Wheel mounted PVC Garbage collecting bin (120 litres)	No.	02/Year

Note: All the cleaning agents/consumables used for the purpose of cleaning shall be bio-degradable environment friendly so that it does not cause any harm to workers, passengers and the objects on which it is used. It shall follow all the mandatory International & National standards of chemicals.

It must fulfill the minimum essential Ecological Requirements such as:

- Shall have excellent biodegradability. Should not be harmful for human health. Should be Phosphate free.
- Should not be a combustible liquid according to the regulations governing combustible liquids.
- The cleaning agents should preferably have near neutral PH value in used dilution.
- Should have soothing fragrance & smell.

Details of 'Schedule-E'

UNIFORM & PROTECTIVE GEARS FOR CLEANING STAFF OF PALASA STATION

Sl. No.	Description	Unit	Yearly Requirement
1	Uniform (30+3)	No.	33
2	Face mask (30X3)	No.	90
3	Hand Gloves in Pair (30X3)	No.	90
4	Gum Boots/Jungle Boot in Pair For drains, tracks etc	No.	10
5	Identity card	No.	33

Note: Protective gears are to be used by the cleaning staff and it is mandatory as per the guidelines issued from the Railway Board.

13/6/14

16/6/14

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Sr. DMO(H & FW)KUR

Annexure-5

SPECIMEN FORMAT OF BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called the Government) having agreed to exempt ..... (hereinafter called the said contractor (s) from the demand under the terms and conditions of an agreement dated---------- made between ..... and ..... for .....(hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and condition contained in the said agreement, on production of a Bank Guarantee for Rs..... (Rupees ..... only).

1. We .....(hereinafter referred to as the Bank) (indicate the name of the Bank) at the request of ..... (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government stating that the amount/ claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) supplier (s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till.....office/ department) Ministry of .....certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and according discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ....., we shall be discharged from all liability under this guarantee thereafter.

5. We ..... (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner, our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s)/ supplier (s).

7. We.....(indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the .....Day of.....200

For _____
(indicate the name of the bank)

13pm Dy.C.

16/11/15

SMO(H) & FWIKUR

Annexure-6

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
MODEL MANDATE FORM

(Investor/Customer's Option to receive payments through Credit Clearing Mechanism).

Name of the scheme and the periodicity of payment

No.

1) Contractor/supplier's Name :

2) Particulars of their Bank Account :

a) Name of Bank :

b) Name of the Branch :

Address :

Telephone No. :

c) 9 Digit Code Number of the bank and branch Appearing on the MICR cheque issued by the bank. :

d) IFS Code of the bank and branch :

e) Type of the Account (S.B. Current or cash Credit) With code (10/11/13) :

f) Ledger and ledger folio Number. :

g) Account number (as appearing on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars)

3) Date of effect :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Signature of the Contractor/Supplier.

Date: _____

Certified that the particulars furnished above are correct as per our records.

Bank's stamp.

Date: _____

Signature of the Authorized Official of the Bank.

Sr. DMO/H & FWIKUR

Annexure-7

EAST COAST RAILWAY ---------- DIVISION

DAILY SCORE CARD & MEASUREMENT BOOK FOR EVALUATION OF MECHANISED CLEANING CONTRACT BY M / s. ----------,

AT ---------- RAILWAY STATION (From 06:00 Hrs of Date: ---------- to 06:00 Hrs of Date: ----------)

Sl. No.	Name of Work (As per Schedule of Work) A	SHIFT 'A' MORNING (06:00 hrs to 14:00 hrs) (Scoring in 0-10 Scale) B	SHIFT ' B ' EVENING (14:00 hrs to 22:00 hrs) (Scoring in 0-10 Scale) C	SHIFT ' C ' NIGHT (22:00 hrs to 06:00 hrs) (Scoring in 0-10 Scale) D	Average Score Of All Shifts E
	Platforms				B+C+D / 3 =
	FOB, Stair case				B+C+D / 3 =
	Yard (between Platforms)				B+C / 2 =
	Yard (outside platform) (from Home signal to Home signal) 1 each for KUR & VSKP end				B/1 =
	Waiting halls, Retiring Rooms, Dormitory, VIP Lounge				B+C+D / 3 =
	Offices in station building like SMR, C&W, Commercial, TTE, Enquiry office, GRP office, Parcel area (passenger area and staff area) and other offices etc.				B/1=
	Concourse area, Reservation counter, Booking office, Circulating area, Parking area and Approach Roads				B+C+D / 3 =
	Drain				B / 1 =
	Water booths (23 Nos), Display board, signages, water coolers, Furniture cleaning, Glass panes cleaning,				B / 1 =
	Pest Control, Cob web removal, stray animal chasing				B / 1 =
	Garbage removal from collecting bins to master dustbin				B+C+D / 3 =

Signature of CHI / HI .....Station/Seal

Signature of contractor/Seal

LOA/Work Order No..... dated: ..... Agreement No. ..... dated: .....

R
Bft Dsm

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16/11/15
Sr. DMO(H & FW)KUR

Annexure-II

CALCULATION OF PAYMENT FOR ---------- RAILWAY STATION)
OF THE MECHANISED CLEANING CONTRACT

Date:-

A. Daily Accepted Rate = Rs. R
B. Average score for the day (From column E) =
C. Total % of overall rating (E / 10 x 100) = %
D. Deductiable amount as per Rating = ... % of Rs. R = ...

AMOUNT PAYABLE FOR THE DAY ON QUALITY ASSESSMENT: = A - D = Rs. ..... (Rupees..... only)

Liquidated Damage in Rs:

1. Shortage of Manpower: ..... Nos. 2. Non-Performance of Machine 3. Non supply/Non use of consumables: 4. Non use of uniform & Protective gears

1 LD for shortage of manpower: Rs. 450/- per manpower not engaged. = Rs. 450/- X ..... (Shortage Manpower) = Rs. .....
2 LD for non compliance of machine: Rs.....
3. LD for non supply/use of consumables: .....
4. Rs.10 /- X .... for each labour not in uniform/ID card/Protective gears = Rs.----------
5. Any other LD, as mentioned in the clause of special conditions of contract Rs. ---------- (Details to be specified.....)
6. LD of Rs. ..... (Up to Rs. ...../- for each offence by Officers or by his representative vide Clause of the special terms and conditions of the contract).
(Details to be specified) ----------)

TOTAL Liquidated damage: - Rs.

Sl. No.	Amount admissible under Quality Assessment	Amount Admissible in Rs. As per offered rate per day	Amount Admissible under Quality Assessment in Rs.	Liquidated damage in Rs.	Net amount Payable in Rs.	Remarks
1	Schedule A Manpower					
2	Schedule B EPF, ESI, ST					
3	Schedule C Machines					
4	Schedule D Consumables					
5	Schedule E Uniform& Protective gears	XXX	XXX			
6	Other deductions if any					

NET AMOUNT PAYABLE FOR THE DAY IN Rs. ...../ ((In words) .....

Signature of contractor/Authorised Signatory of

Signature of CHI/ HI .....Station
(Seal)

EAST COAST RAILWAY - ---------- DIVISION - ----------STATION

BILL FOR MECHANISED CLEANING CONTRACT AT ---------- STATION

FOR THE MONTH OF ..... - 20.....

Agreement No. ..... Dated:.....

Sl. No.	Day of the month	Amount Admissible in Rs.	Amount Admissible under Quality Assessment in Rs.	Liquidated damage in Rs.	Net amount Payable in Rs.
1					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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28					
29					
30					
31					

Signature of the CHI / HI / Station: ...../ECoR/KUR
Seal

Signature of Contractor
Seal

Medical Officer/..... Station/ECoR/KUR

16/11/15

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Sr. DMO(H & FW)KUR

16/11/15

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खोरधा रोड
Sr. DMO(H & FW)KUR

FORM-V

Form of Certificate by Principal Employer

Certified that I have engaged **Sri Bipin Bihari Dash,** At- Kakudia, Po-Bhimrajpur, Dist-Puri Pin752050 as a contractor in my establishment. I undertake to be bound by all the Provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Registration & Abolition) Central Rules, 1971, in so far as the provisions are applicable to me in respect of the employment of contract labour by the applicant in my establishment.

Date: 16.11.15
Place: Khurda Road,

16.11.15

Chief Medical Suptd./ ECoR/KUR
(The Principal Employer)
For & On behalf of President of India
Name & Address of the Establishment:
Divisional Railway Hospital,
East Coast Railway, Khurda Road,
Jatni-752050 (Odisha)

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent
पू. तट रे. / ई.को.रे. / खोरधा रोड
E.Co.Rly. / Khurda Road

Engaged for the Work of:

"Mechanized Cleaning of **Palasa (PSA) Station** including platforms, yard, Tracks, office buildings, reservation office, concourse area, circulating area, waiting halls, yard from home signal to home signal etc for duration of **Three years** (i.e. 1096 days) from the date of commencement of work".

Bipin Dash

16/11/15