

पूर्व तट रेलवे
East Coast Railway

मुख्य चिकित्सा अधीक्षक कार्यालय
Office of the
Chief Medical Superintendent
खोर्धा रोड / Khurda Road
Date: 06.09.2017

No. CS/14/^{KUR}BDS Colony cleaning/2017-18/1608.

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

Sub: LETTER OF ACCEPTANCE (LOA)/Work Order.

Work Description: Lifting of 1200 cft of garbage (Solid waste) per day from entire **KHURDA ROAD (KUR) Railway Settlement** by using suitable Vehicle (Including all charges, i.e. Driver, Labourer, Equipments, Fuel and all other charges etc.) and disposal of the same at dumping ground nominated by local authorities daily for a period of 03 (Three) years i.e 1095 days from the date of commencement of the work.

Ref: e-Tender Notice No.: e tender-KUR-G-04-17 (Closing date/Time- 22/06/2017. Time: 15.00hrs.)

Your offer for the above work of **Khurda Road Railway establishment** for a period of **03 (Three) years i.e. for 1095 days** has been accepted by the Railway Administration with a total value of contract for **Rs. 49,04,242.77 (Rupees Forty Nine Lakhs Four Thousand Two Hundred Forty Two and Seventy Seven Paise)** only with the same Terms and Conditions as stipulated in the tender document as per the following details:

Name & Bid Id of the Tenderers	Work Description In Schedule Wise.	Departmental Estimate in Sch. Wise	Bid Rate	Bid Amount
SHRI BIPIN BIHARI DASH - KHURDA Bid Id-6694224 Bid date 21.06.2017 08:06:21	Schedule-A (Labour component alongwith Tractor-Trailer/Suitable vehicle with 02 Nos drivers and 04 Nos labourers)	4183907.40	27.77% Below	3022036.32
	Schedule-B (Service Tax @ 15%)	364635.00	AT PAR	364635.00
	Schedule-C (EPF @ 13.36%.)	324766.05	AT PAR	324766.05
	Schedule-D (ESI @ 4.75% on Labour Component)	115467.75	AT PAR	115467.75
	Schedule-E ((Dumping charges at Municipal dumping site)	1077337.65	AT PAR	1077337.65
	Total Cost of work=	6066113.85	Gross offer Value =	49,04,242.77

Terms & Conditions:

- You are advised to **Start the contract work within 15 days** from the date of issue of this letter (LOA)
- 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.
- The SD (Security Deposit) for the above work @ 5% of the accepted contract value i.e. of **Rs.49,04,242.77** is **Rs.2,45,220/-** (Rupees Three Lakhs Fortyfive Thousand and Two hundred Twenty) only. You have already deposited **Rs.1,21,330/-** as EMD through on line NB Vide IREPS Ref Id/ Bank Trans ID NE281380 / IK00FKJNR7 Date /Time; 21/06/2017, 07:39. **The Balance of SD i.e. Rs. 1,23,890/-** (Rs.245220/- - Rs.121330/-) **(Rupees One lakh Twenty Three Thousand Eight Hundred Ninety)** 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.

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- d]. The **performance Guarantee (PG)** for the above work @ 5% of the accepted contract value i.e. of Rs.49,04,242.77 is **Rs.2,45,220/-** (Rupees Three Lakhs Fortyfive Thousand and Two hundred Twenty) 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] 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 TERMS & 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 Indian Railways Standard General Conditions of Contract July-2014.
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 Schedules of quantities and Rate on the one hand and GCC 2014 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 2014.
 - 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.(i) 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.
- 9.(ii) The agency/contractor will be solely responsible for the compliance of statutory regulations applicable to the contractor labour as also other Central & State Government statutory regulations associated with the work such as provisions of minimum wages act, 1948. The Workmen's Compensation Act, 1923 etc.
- 9.(iii) No liability whatsoever shall attach to the Railway on account of or any failure on the part of the agency to observe these regulations.

10. VARIATION IN CONTRACT QUANTITIES

1. The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made 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.

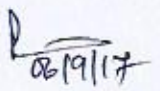
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5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SQR items. However, in case of NS items, the limit 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.
In terms of Railway Board letter No 2007/CE-I/CT/18/Pt-XII dt: 08.07.2016, the following clarifications are given:-
 - a) Since there is an in-built rate reduction clause of 2% & 4% for variation between 125% and 140% & between 140% and 150% respectively on accepted rates, it will only require the approval of an officer not below the rank of SAG, without Finance concurrence subject to other conditions mentioned in Clause 42(4)
 - b) However, a supplementary agreement/ addendum to original agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of SAG, which needs to be vetted by finance.
11. **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".
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 CONTRACT (B)

Name of work: "Lifting of 1200 cft of garbage (Solid waste) per day from entire **KHURDA ROAD (KUR) Railway Settlement** by using suitable Vehicle (Including all charges, i.e. Driver, Labourer, Equipments, Fuel and all other charges etc.) and disposal of the same at dumping ground nominated by local authorities daily for a period of 03 (Three) years i.e 1095 days from the date of commencement of the work."

- 1] Successful tenderers shall be allowed to operate the contract, and no subletting would be permitted without the permission of Railways.
- 2] The tenders(s) should arrange to provide 02 (Two) Nos. of Tractor trailer or suitable vehicle as per the minimum specification as mentioned under:
 - (a) Tractor 39 H.P.3 Cylinder Model RV-3, Kirloskar 4 stoke DL Engine Bore & Stroke 100 X 110 mm fitted super deluxe lamp linkage draw bar and stay bar assy. (b) 4 M.T. Tipping/Non-Tipping Tractor Trailer, 7.50 X 16/9.00 X 16 (16 Ply Tyre). (c) Hood of Delux type (d) Direct Hitch.
- 3] One tractor trailer/suitable vehicle should be manned with one driver and two labourers. A total of 2 (Two) drivers and 4 (Four) labourers should be provided by the Tenderer each day to perform the job of lifting and disposal of garbage from the Railway settlement Area of Khurda Road.
- 4] Successful tenderer(s) will have to abide by the labour laws in force and shall have to pay minimum wages as declared from time to time by the Central Government. Any claims in this regard whatsoever will have to be borne by the successful tenderer only. Such labour engaged is the liability of the contractor and Railway bears no liability whatsoever on such engagement.


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MINIMUM WAGES ACT, LABOUR LAWS:

- i) The contractor shall comply with all the legal provisions pertaining to industrial labour and hours of employment regulations in force. The wages to be paid to the contractor's staff 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 contractor's staff shall be covered by the contractor by way of an insurance policy (ESI only). Compensation to the Contractor's staff in case of accidents or otherwise shall be made by the contractor only. Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labour (Regulation and abolition) Act/rule are not violated. The contractor should also follow all rules & regulations of Child labour act/law and same are not violated.
- (ii) The employer should ensure payment of minimum wages to the workmen working under the employer. Even in case the workmen working under any contractor, the employer should also ensure payment of wages under Minimum Wages Act.
- (iii) The Unit In-charge/Contractor concerned should maintain single register in connection with attendance of the workmen and also witness acquaintance roll for ensuring payment of wages under Minimum Wages Act.
- (iv) Payment to labours by the contractor must be made directly through their Bank Accounts and not by cash.
- (v) While placing the bill for payment, the contractor has to submit photocopy of the bank statement showing that payments to labourers have been made directly to bank accounts.
- 5] Contractors should have ESI, EPF and Central Excise for Service Tax for their labour engaged for this work.
- 6] All labours are to be supplied soap daily for washing at the cost of contractors.
- 7] Identity Cards and protective gadgets are to be provided to the labourers working in Railway premises. The Identity Cards should be issued by the contractor & is to be prominently displayed by the labourers, Cost of such incurrence would be borne by the contractor.
- 8] During the course of execution of contract, meeting would be called once in a month by the Railway Authority, to review the performance for and to take corrective action to avoid recurrence of public complaints. Additional meeting may also be called as and when required in addition to the above.
- 9] Contractor would be paid a minimum on account bill once in a month for the work executed by him.
- 10] Regarding quality of work, and imposition of penalty due to non-execution of work wholly or in part, Railways' decision would be final and binding on the contractor.
- 11] The Amount shown in the Schedule – B i.e. Service Tax, Schedule – C i.e. EPF, Schedule – D i.e. ESI will be reimbursed on production of payment receipts for EPF, ESI & ST.
- Note:** The GST has replaced Service tax w.e.f. 01.07.2017. However, as per FA&CAO/ECOR/BBS letter No. ECoR/BBS /Accts/WF-I/Works/Est & Cont/4/Pt.VIII/HQ/Sanitation/GST/1728, dated: 25.07.2017, GST is not applicable on sanitation works.
- 12] The payment on account of Schedule – E (Dumping charges at Municipal dumping site) will be reimbursed after submission of documentary evidence i.e. the deposit receipts/challans issued by the competent authority of the Municipality.
- 13] The contractor has to quote the rate in Schedule – A keeping in mind the enhancement of minimum wage in future during the tenure of work for three years.
- 14] The Contractor should execute the work as per specification failing which Rs. 300/- (Rupees Three hundred) only for failure of Lifting & Disposal of each 100 cft. of garbage should be recovered from his periodical bills or Security deposit of the agency.
- 15] Railway Officials of different ranks will be inspecting the quality of cleanliness from time to time. In case of Adverse remarks of any inspecting official or public complaints received on cleanliness (Registered in the available complaint book available in the station and colony and found to be valid by the Railway authority). The contractor will be liable for a penalty of Rs. 200/- (Rupees Two Hundred) only to Rs. 500/- (Rupees Five Hundred) only or if the Railway higher authority not satisfied with the standards of cleanliness he may enhance the above said amount of the compensation awarded to complainant in any court of law or in consumer court or both.

- 16] 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 etc. will be forfeited as per extant rules.
- 17] In case of any dispute or claim, contractor will have the liberty to approach Railway Administration for arbitration on this claim/dispute. Railways also can lodge/arise their own claims/dispute. Arbitrator will be appointed by General Manager, (Arbitration), East Coast Railway within one month from the date of receipt of such claim/dispute. Decision of Arbitrator is binding on both the Railways as well as to the contractor. Arbitration would be dealt in accordance with Arbitration and Conciliation Act, 1996, or what is in force during the period of contract.
- 18] Wherever it is not possible to execute the work appropriately the contractor has to put sufficient manpower for completing the work.
- 19] During inspections, on receipt of complaints about non-cleanliness, the areas identified have to be attended at once for which no extra payments would be made by the Railways.
- 20] Contractors shall not in any capacity employ any person of bad character or any person whose antecedents have not been investigated by the Police and shall issue an appointment certificate, which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed, with/his/her left/right hand thumb impression affixed thereon in printer's ink which he will carry with him/her while on duty. The expenses for such verification as is necessary shall be borne by the Contractor.
- 21] Railway authorities or its nominated representative will supervise all work on daily basis and a record will be maintained for each activity completed. The contractor will be penalized for activities not done or if the quality of work is not satisfactory.
- 22] The Conservancy work will be attended as per description up to the standard required inclusive of all charges and taxes levied by Municipal authorities, State/Central Government, such as sales Tax etc. if any.
- 23] No accommodation will be provided by the Railway to the Contractor for his vehicle, stores and labour. The Contractor should make his own arrangements for accommodation.
- 24] The work will have to be done in such a manner that no damage is caused to Railway structures. In case of any such damage attributable directly or indirectly to the deeds or misdeeds of any labour of the agency, the cost of the assets for repair or replacement will be recovered from the bills or security deposits besides taking any other action under law.
- 25] Any other tax levied by the local Municipal/NAC authorities towards disposal of solid waste etc. shall be borne by the agency/contractor.
- 26] Driver, labourer along with the tractor-trailer/suitable vehicle should report to CHI/HI of E.Co.Railway/Khurda Road (KUR) along with suitable vehicle at 6 a.m. daily at his office premises to take up the conservancy work as directed by him or any authorized medical authority.
- 27] Alternate vehicle of same type is to be provided by the contractor in case of any break down of vehicle in regular use.
- 28] Any extra work including removal of dead animals is to be executed by the contractor without any extra cost.
- 29] **PERFORMANCE REGISTER:**
 - i) A Separate register/Log Book will be maintained in Chief Health Inspector's Office, E.Co.Railway, Khurda Road (KUR) wherein daily quantity of Garbage(In cft.) lifted & disposed by the contractor and performance in detail will be recorded by the Chief Health Inspector, E.Co.Railway, Khurda Road (KUR) and is to be signed by CHI and the Contractor/Agency or his representative. Any remarks about unsatisfactory performance of the agency will make the agency liable for liquidated damage by the Railway administration.

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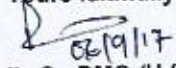
- ii) If at any time the Medical Officer, E.Co.Railway, Khurda Road or his representative feels that the performance is incomplete or unsatisfactory, the agency will be liable to re-do the same to the satisfaction of the Railway Authority. In case of failure of the agency to do the work to the satisfaction of the Railway, the Railways have the option either to get the work done through some other agency and recover the difference of cost from the contractor or to recover the damages in addition to the fine of Rs.300/- for each 100 cft. of garbage if any from the bills and security deposits of the agency as per clause 62(1) of G.C.C., Decision of Medical Officer, E.Co.Rly, Khurda Road in this regard shall be binding on the Contractor.
- iii) The agency/contractor will be responsible for the good behaviour of the persons deployed by the agency.
- iv) Persons suffering from contagious or infectious diseases shall not be employed or permitted to work in the Railway premises.
- v) Railway administration will not be responsible for any injury/sickness of Labour during the course of their duties or out of their duty hours.
- vi) The agency will be required to remove or replace any of its employees whose duty has not been found satisfactory or whose presence in Railway area is considered undesirable by the authorities.
- vii) The Contractor's works should be executed under the Supervision of concerned CHIs/HIs of Khurda Road.

30] VALIDITY AND MODE OF PAYMENT:

- (i) The contract shall be valid for a period of 03 (Three) years i.e. 1095 days from the date of commencement of work and shall be deemed automatically terminated at the end of 03 (Three) years period unless specifically extended in writing by the Railway administration. The Railway also reserves the right to terminate the contract by giving one month's notice.
- (ii) The contractor shall prepare and submit bills based on actual performance during the previous month, which shall be signed by the Chief Health Inspector/Health Inspector, E.Co.Railway, Khurda Road (KUR) and countersigned by the concerned Medical Officer, of E.Co. Railway, KUR divn. Such bills should be submitted to the Chief Medical Superintendent, E. Co. Railway, Khurda Road for checking and passing over to finance branch for arranging payment through EFT/ECS/RTGS.
- 31) All the All the Contractual obligations including EPF, ESI & GST must be full filled by the contractor.
- 32) Minimum Wages must be paid to the contractual labourer through their bank account. As and when the minimum wages is enhanced the contractor is liable for payment of the enhanced wages.
- 33) The Tenderer will execute the work smoothly after payment of labour cost without any hitch as per the tender conditions.
- 34) Any deviation or negligence for execution of the contract as per NIT the Tenderer is liable to be accountable and any bad performance in the contract the party will be fined or even terminated (if required) with short notice.
- 35) The GST has replaced service Tax w.e.f 01.07.2017. However, as per FA&CAO/ECOR/BBS letter No. ECoR/BBS/Accts/WF-I/Works/Est & Cont./4/Pt.VIII/HQ/Sanitation/GST/1728. Dtd.25.07.2017, GST is not applicable on sanitation works.
- 36) The contractor has to provide GSTIN before commencement of the work.
- 37) The quoted rate / acceptable rate will not be taken as LAR in future.
- 38) Permission of dumping the solid waste in nominated dumping site of Municipality has to be obtained before commencement of work.
- 39) The Tenderer has to submit the documents of the vehicle i.e. RC Book, Fit certificate of the vehicle and Insurance papers before commencement of work.

Encl-Annexure- 1 & 2.

Yours faithfully,


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

Copy to:

1. Sr. DFM, ECoR./KUR
2. Divl. Audit Officer, ECo.R/KUR
3. CHI/KUR is advised to inform this office 'the date of commencement of work.'

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Sr. DMO(H & FW)KUR

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 notwithstanding 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)

02/09/17
ह. मं. वि. अ. (सा. एवं प. को.)
खोसरा रोड
Sr. DMO (H & FW) KUR

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.

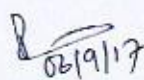
Date: _____

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

Bank's stamp.

Date: _____

**Signature of the Authorized
Official of the Bank.**


 02/19/17
 Dr. DINDH & PARTNER