

East Coast Railway

No.CS/14/BBS Colony cleaning/2017-18/ 1581.

Office of the
Chief Medical Superintendent
Khurda Road
Dated: 28.08.2017

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

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

Work Description : Daily Cleaning and sweeping of 21,595 Sq. mtrs. of Surface area, 2,917 Rmt. of Big & Small drains, and Lifting & Disposal of garbage (Solid waste) etc. by using a Tractor – Trailer of 100 cft. capacity by making 01 (One) trip daily including all charges (i.e. Driver, Labours, Equipments, Fuel and all other charges etc.) from entire BHUBANESWAR Railway Colony and disposal of the same at Bhuasuni, near Daruthenga, Chandaka as per the direction of authorized Railway Medical authority for a period of 03 (Three) years (1095 days) from the date of commencement of work.

Ref: e-Tender Notice No.: etender-BBS-Colony 3-17 (Closing date: 08.06.2017 15:00 hrs).

Your offer for the above work of BHUBANESWAR Railway Colony 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. 63,16,494.11 (Rupees Sixty Three Lakhs Sixteen Thousand Four Hundred Ninety Four and Eleven Paise) only with the same Terms and Conditions as stipulated in the tender document as per the following details.

Schedule	Basic Rate in Rs	Accepted rate	
		T.I in %	Amount in Rs
Schedule-A	4369050.00	AT PAR	4369050.00
Schedule-B	27300.00	99.00% Below	273.00
Schedule-C	529980.00	5.55% Below	500566.11
Schedule-D	583712.00	AT PAR	583712.00
Schedule-E	207535.00	AT PAR	207535.00
Schedule-F	655358.00	AT PAR	655358.00
Total in Rs.		Total = 6316494.11	
(Rupees Sixty Three Lakhs Sixteen Thousand Four Hundred Ninety Four and Eleven Paise) only for three years, i.e (1095) days			

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.
- c). The SD (Security Deposit) for the above work @ 5% of the accepted contract value i.e. of Rs.63,16,494.11 is Rs.3,15,825/- (Rupees Three Lakhs Fifteen Thousand and Eight hundred Twenty five) only. You have already deposited Rs.1,27,460/- as EMD through on line NB Vide IREPS Ref Id/ Bank Trans ID NE269471 / IK00FBLTU3 Date /Time; 07/06/2017, 19:07. The Balance of SD i.e. Rs. 1,88,365/- (Rs.315825/- – Rs.127460/-) (Rupees One lakh Eighty eight Thousand Three hundred sixty five) only have to deposited before commencement of the work in the form of SD 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.63,16,494.11 is Rs.3,15,825/- (Rupees Three Lakhs Fifteen Thousand and Eight hundred Twenty five) 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

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28/8/17

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.

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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.

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).

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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)

1. **Name of work:** "Daily Cleaning and sweeping of 21,595 Sq. mtrs. of Surface area, 2,917 Rmt. of Big & Small drains, and Lifting & Disposal of garbage (Solid waste) etc. by using a Tractor – Trailer of 100 cft. capacity by making 01 (One) trip daily including all charges (i.e. Driver, Labours, Equipments, Fuel and all other charges etc.) from entire BHUBANESWAR Railway Colony and disposal of the same at Bhuasuni, near Daruthenga, Chandaka as per the direction of authorized Railway Medical authority for a period of 03 (Three) years (1095 days) from the date of commencement of work."

2. The successful tenderer will have to use cleaning equipments as detailed under specified head for cleaning activities. The various areas and frequency of cleaning is indicated in specified head. Bio-degradable chemical agents, consumables etc., along with equipments are to be used to ensure cleaning. All the 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.

3. Labourers engaged should be above 18 years old. The staff should wear clean uniforms and protective gears as prescribed by the administration. Supervisor and labourer 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.

4. The contractor shall have to maintain cleanliness and upkeep of the Railway colonies as described in the scope of work. The contractor shall have to take up additional work in the event of extending the area of operation in case there is 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 in the day shift as per scope of work. The contractor shall depute competent labour force with supervisory staff in the day shift 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 colonies with the consent of the authorized Railway supervisor at site. The contractor shall have to engage additional staff in case of requirement at no extra cost.

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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.
- 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.

19. 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.

20. 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. It is assumed that the contractor should be financially sound to arrange payment to the contractual labourers by 7th of every month.

21. 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.

22. 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. to participate in the Tender. Non compliance of the EPF & ESIC Code No. will be liable for non-consideration.

23. The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein and the Indian Railway General condition of Contract including correction slips thereto up to the date of opening of Tenders.

24. 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.

25. 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.

20/8/17

26. NATURE & SCOPE OF WORK:

Sl. No.	Description of work	Quantity of work (in Sq m, Rmt, in trips) (Manpower)	Schedule of work
1.	Surface sanitation (Sweeping and cleaning of roads and surroundings of quarters of Railway colony adjacent to BBS station, North-West colony, South-West colony, ORH colony & Multi-storied building (Basement, Staircase, lifts and surrounding premises))	21595 Sqm Manpower = 3.06	Once daily
2.	Drain Cleaning (Small & Medium drains) of quarters of Railway colony adjacent to BBS station, North-West colony, South-West colony, ORH colony & Multi-storied building	2917 Running mtrs Manpower = 3.28	Once daily
3	Collection and accumulation of garbage from Sl. No. 1 in the nominated dustbins available at Railway colonies (Railway colony adjacent to BBS station, North-West colony, South-West colony, ORH colony & Multi-storied building).	Manpower = 1.61	Once daily
Engagement of Manpower (Unskilled):		7.95 Nos. Say 08 Nos. (Unskilled)	
Engagement of Manpower (Semi Skilled):		01 No.	
4	Lifting and disposal of garbage/Solid wastes from the dustbins to nominated dumping ground.	100 cft in 01 trip	01 trip daily
The contractor has to provide 08 (Eight) No. of un-skilled labourers and 01 (one) No. of Semi-skilled (Supervisor) daily for the above work.			

27. LIST OF CLEANING MATERIALS FOR MAINTENANCE OF SANITATION

Sl. No.	Cleaning items	Yearly Requirement
01	Brushes Scavengers Drain 12"	06 Nos.
02	Handle for CRR washing	06 Nos.
03	Bleaching powder	300 Kgs.
04	Brooms coconut	48 Nos.
05	Basket bamboo	12 Nos.
06	Belcha	01No.
07	Phowra	01 No.
08	Sword for jungle cutting	04 Nos.

28. Performance evaluation: -

Performance of the work will be evaluated based on the basis of Satisfactory/Unsatisfactory criteria i.e. according to the supply of manpower and materials for different areas of work.

29. Liquidated Damage Clause:

(I)

Sl. No.	Description	Estimated cost -	Liquidated Damage Charges for Non Execution or failure/ unsatisfactory work
1.	Failure to supply estimated No. of worker i.e. 09 (08 Unskilled Labourer + 01 Semiskilled Supervisor) workman per day	Rs. 437/- per Unskilled Labourer & Rs. 494/- per 01 Semiskilled Supervisor per day	Rs.500/- per day per worker (For unskilled labourer and Semiskilled Supervisor)
2.	Failure for timely supply of Cleaning consumables	Rs. 25/- per day	Rs. 50/- per day
3..	Failure to supply tractor-trailer with driver and labourer for 1 trip (100 cft) per day.	For one trip of 100 cft capacity = Rs. 484/-	Rs. 500/- per trip per day.

Note: During the period of Emergency when the labourers cannot attend to their duties like cyclone, earthquake and other reasons the liquidated damage charges in respect of the non attendance will be excused at the discretion of Railway Administration. However the extra work generated has to be completed without any extra charge.

28/8/17

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(II) 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 Sr. DMO.
- > A maximum of Rs.2000/- per occasion for failure on quality cleanliness by CMS, ADRM, DRM & Officers (HOD's) of HQ per occasion.

30. 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.

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

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

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

34. HEALTH AND SAFETY STANDARDS:

- a) The service provider shall ensure that the equipments 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.

35. Other Conditions:

- a) The Railway administration does not bind itself to accept lowest or any other tender or to give explanation for such action.
- b) The final acceptance of tender rests with the Railway Administration.
- c) Tenderer(s) must not quote any special conditions in their offer, violating which the offer is liable to be rejected.
- d) 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 debts, liabilities or obligations of vendor and/or his employees.
- e) The volume of cleaning work required to be handled as shown in the specified table 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).
- f) Tenderer(s) must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders which are not complete in all respects, as stipulated above, may be liable for rejection.
- g) 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.
- h) Contractor 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 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.
- i) General and Special terms & conditions, scope of work mentioned in tender form will be part of agreement.

36) The cleaning activities undertaken by the contractor shall also be evaluated by the members of Colony Improvement Group during its course of inspection of the Railway colonies and their remarks shall be recorded.

37. 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.

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38. 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.

39. 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.

40. 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).

41. 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.

Conservancy cess charge @ 1% (One Percent) of the gross amount and all statutory taxes will be recovered from the monthly bills of the Contractor.

42. RATE:

The price quoted by the tenderer is for the various components:-

- a) Cost of Manpower (Based on the cost of minimum wage prevalent at the time of preparation of Estimate), Cost of Consumable, Lifting & disposal of garbage, EPF, ESI & ST (Based on the labour component).
- 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) Any other cost direct or hidden not mentioned above.

43. 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.

44. 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. 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.
- b. 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.
- c. 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.

45. 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 wise.
- d) **Inspection Register** - This register will be maintained by the contractor, whenever time of inspection it has to be produced to Zonal as well as Divisional Railway Officers.
- e) **Log Book for Solid waste disposal:** Should contain the quantum of garbage disposed at authorized /nominated Municipality dumping yard. The necessary compliance in this regard may be kept in record.

12/8/17

46. WORKING HOURS:

Work shall be carried out as specified in Scope of Work of the special conditions of the contract once in a day (From 06:00 Hrs to 14:00 Hrs.). The Contractor will be responsible for fulfilment of this condition during the execution of work for safe working of his staff.

47. 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.

48. 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.

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.

49. The tenderer must submit their credentials along with the tender documents before opening of the tender and no document shall be allowed to be submitted after opening of tender.

50. 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.

51. 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.

52. 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.

53. The offered rate for Schedule-B will not be treated as LAR in future.

54. The GST has replaced Service Tax w.e.f 01.07.2017. Hence GST if applicable in the instant Tender as per notification under works matter.

55. The contractor is asked to submit GSTIN before commencement of work.

56. CHI/BBS is advised to collect all the consumable bills as per GST act.

57. Chief Health Inspector/Bhubaneswar will be responsible during the execution of work on behalf of Principal Employer.

25/8/17

Special Condition for Service Contracts

(Special Condition for service Contracts where labour is the main component) (PVC clause is not applicable in the service contracts where the number of labours to be engaged is specified)	
i).	In all works where more than 20 labourers are required to be employed for carrying out the works as per Contract conditions, the Contractor must submit a valid Labour License for engagement of labourers in the works specific to the contracted work prior to the commencement of work/physical engagement of labourers. In case the Contractor does not possess a valid labour license, he must submit proof that he has submitted application before the concerned authority for issue of labour license for the specific-work, before commencement of the works. But the first On Account Bill should be passed only after submission of the Labour License.
ii).	The contractor is required to deposit the full SD amount before commencement of the works. No deductions towards SD need to be made from running bills. If at any stage of the contract period, it is established that the contractor has not paid Minimum Wages to the labourers, Railway should ensure payment of Minimum Wages to the labourers out of the SD amount available with Railway. The Contractor should be asked to deposit the amount so spent from the SD within 10 days failing which the same amount should be recovered from the running bills/amount payable to the contractor and credited to the SD.
iii).	The Railway's Supervisors who directly supervise the work should play a proactive role and counsel the labourers regarding Minimum wages.
iv).	The labourers should be informed that if they do not receive the wages as per the prevailing Minimum Wages, they should bring this to the notice of the Railway officials within 15 days of the last wage period so that Railway can take action to redress their grievance.
v).	Notice Boards/posters should be displayed by the contractor at the work spot/area, earmarked for the same by Railway, prominently displaying the statutory rate of Minimum wages.
vi).	<p>The works tender including tenders exclusively specifying the engagement of labourers (unskilled/semi-skilled) need to provide certain clauses in S.C.C to provide: social security measures and the extent laws on Labour are to be adhered to. The clauses which are suggested to be incorporated apart from G.C.C provisions as S.C.C are as follows:</p> <p>The Contractor will adhere to the laid down provisions under</p> <ul style="list-style-type: none"> i) Payment of Wages Act, 1936 (amended version)/Minimum Wages, Act 1948 (amended version) & Notification of Ministry of Labour dtd:16th March,2012 (as and when revised) ii) EPF & Misc. Provisions Act,1952, iii) EST-Act,1948 (applicable to establishment/ Factories), <p>a) Contract Labour (Regulation & Abolition) Act, 1970 & Contract labour (Regulation & Abolition) Central Rules,1971. In all works' contracts for payment of wages, the wage period is to be not less than a week and normally taken as one month and the contractor shall be duty bound to pay the Wages before 7th of subsequent month.</p> <p>b) The contractor should- arrange the wages payment through the Bank Account of the labourers and a statement submitted from the manager of the contractor's Bank that credit/remittance has, been successfully made to employees/labourers Account by EFT / RTGS for each wage period and part thereof. This statement is to be checked by Railway's authorized representative and can verified (test checked) from the concerned Bank and pass books of the labourers of earlier such credit. While checking the disbursal of wages, authorized representative will also see that minimum wages as circulated by RLC, (Central) is not violated for each category i.e. unskilled, semi-skilled, skilled & highly skilled. The Railway's authorized representative will maintain a register/folio for each such Agreement showing Agreement wise number of labourers (unskilled/semi-skilled/skilled/highly skilled) employed and the rates of wages paid. The photocopy of this folio is to be attached along with each-on account bill/ Final Bill and on account payment to contractor released accordingly by the Bill Passing Officer. On Clear certificate submitted, by the contractor duly verified by Railway's authorized representative that wages have been paid to all labourers and minimum wages provision have not been flouted for the monthly wage period and/ or part thereof, the bill to be passed. The authorized representative to see that the revisions, which are effected at six monthly intervals by ACC (Central) (1st April & 1st October) are also getting implemented and paid by the contractor/employer.</p> <p>As regards social security measures i.e. defined contribution of employer and employee towards Provident Fund as per Act and as applicable to certain establishments under ESI, such contribution is to be deposited by the contractor for every wage period or part thereof with EPF and ESI office directly or through Bank Challan. While submitting the on accounts, the proof of depositing the contribution with regard to EP & ESI as applicable for previous wage periods is to be furnished by the contractor and seen by bill passing official.</p>
vii).	As and when the minimum Wages (Wages + VDA) is revised the increase in the Minimum Wages to be reimbursed to the contractor on submission of documents regarding such revision notification and proof of payment to the labourers at revised rate.

Encl-Annexure- 1 & 2.

Yours faithfully,

[Signature]
 [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, ECoR./KUR
3. CHI/BBS is advised to inform this office 'the date of commencement of work.'

Sr. DMO(H & FW)KUR

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).

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.

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.

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.

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 theDay of.....200

2378117

$$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$$

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.**

P
28/8/17