

263

EAST COAST RAILWAY

No. ST/21/OS/Kitchen/DRH/KUR/ Spt-

Office of the
Chief Medical Superintendent
Khurda Road, **Date.26.11.2015**

To

M/S Lucky Enterprises,
Prop-Md. Sayeed Hussain
At-Kudiary Bazar, Po-Jatni
Dist-Khorda, Odisha.

LETTER OF ACCEPTANCE (LOA)/WORK ORDER

Sub: LOA for "Outsourcing of Kitchen services of Divisional Railway Hospital through private agency for a period of three years from the date of commencement of the work".

Ref: 1) Tender Notice No. Med/A/Kitchen/OS/15, Dated.18.04.2015.
2) Your offered rate during negotiation meeting held on Dt.16.10.2015.

Sir,

1. Your offered rate for the above work of **Kitchen service** against the open tender Notice under reference for a period of **36 months from the date of commencement of the work** has been accepted by the Railway Administration as mentioned below:

Description	Quantity (NO. of Meals)	Unit	Basic Unit Value in Rs.	Accepted Rate	
				Unit Rate in Rs	Total Value of Contract in Rs.
Bread & Milk	108	Per meal	100.00	104.00	11232.00
Light diet	108	Per meal	120.00	126.00	13608.00
Full Diet (Veg)	72	Per meal	140.00	148.00	10656.00
Full Diet (Non-Veg)	2520	Per meal	155.00	169.00	425880.00
Diabetic Diet (Veg)	900	Per meal	130.00	142.00	127800.00
Diabetic Diet (Non-Veg)	108	Per meal	140.00	150.00	16200.00
Half Diet (Veg)	72	Per meal	125.00	131.00	9432.00
Half Diet (Non-Veg)	72	Per meal	130.00	137.00	9864.00
Total					624672.00

The total value of contract for three years is Rs. 6,24,672/- (Rupees Six lakhs Twenty four Thousand, Six Hundred Seventy Two) only.

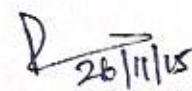
2. You are advised to **Start the contract work within 15 days** from the date of issue of this letter.
3. Until a formal agreement is prepared and executed this acceptance letter shall constitute a binding contract between the Railway Administration and the Contractor subject to modification as may be mutually agreed upon.
4. The SD (Security Deposit) for the above work @ 5% of the accepted contract value i.e. 5% of Rs. 624672/- is Rs. 31234/- (Rupees Thirty One Thousand Two Hundred Thirty Four) only. You have already deposited Rs.11500/- through EMD along with the Tender Form Vide DD No. 944660 dtd. 20.07.2015 of PNB/Jatni. Balance of SD i.e. Rs.19734/- (Nineteen Thousand Seven Hundred Thirty four) only will be deducted @ 10% from your Monthly Bill.
5. The performance Guarantee (PG) for the above work @ 5% of the accepted contract value i.e. 5% of Rs. 624672/- is Rs. 31234/- (Rupees Thirty One Thousand Two Hundred Thirty Four) only You have to deposit Rs. 31234/- as Performance Guarantee (PG) before executing an Agreement in following forms :

Sr. DMO (26/11/15)
व.म.चि.धि(सा.)
पूर्व तट रेलवे खोर्धा रोड

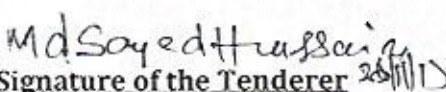
md Sayeed Hussain

- (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.
6. This P.G. will be initially valid up to the stipulated date of completion plus 60 days beyond that, incase, 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.**
 7. 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)/Work Order** 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.
 8. You will have to fulfill all the conditions laid down in **Special Condition of Contract as stipulated in the original Tender document.**
 9. You are requested to provide diet as per Annexure-A of the tender document.
 10. This Contract will be for 03 (Three) years from the date of commencement of work.
 11. Please note that all other conditions as laid down by the Railway administration in the tender document shall form part and parcel of the Agreement.
- Please note and confirm that necessary action is being taken by you accordingly.

DA: (1) Annexure - A: (Special Condition of Contract)
(2) Annexure -B (Schedule of different types of diet)

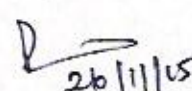

26/11/15
Sr. DMO (G)/KUR
For Chief Medical Superintendent
East Coast Railway Khurda Road.

I hereby accept the above **'LETTER OF ACCEPTANCE' (LOA) /Work Order** as mentioned therein.


Signature of the Tenderer 26/11/15

Copy for information to:

1. Sr.DMO(Admn)/KUR,
2. Sr. DFM/KUR
3. Sr. Audit Officer/KUR
4. ANO/KUR: With advise to intimate this office regarding the date of commencement of work & to maintain a separate Register / Log Book mentioning the details of diet supplied / ordered by/to the contractor.


26/11/15
Sr. DMO (G)/KUR
For Chief Medical Superintendent
East Coast Railway Khurda Road.

SPECIAL CONDITION OF CONTRACT

- Md Sayed Hussain
28/11/15

Sr. DM 26/11/15. OR/KUR.
व.म.प.च.प्र.(सा.)
पूर्व तट रेलवे खोरधा रोड

17. The food stuff (Raw/prepared) is subjected to be examined under FSSAI & quality control periodically.
18. The contractor should have a valid food license.
19. One log book has to be maintained by the contractor in details regarding diet.
20. The contractor is fully responsible for ensuring safe arrangement.
21. The staff provided by the contractor must be sound in health and free from physical handicappers and deficiencies, communicable diseases etc. They should be neatly dressed. Their personal hygiene should be satisfactory.
22. They should be prepared to provide assistance from time to time as and when required.
23. **This is purely a works contract like all other works contracts awarded by Railways and IRS General Conditions of contract July - 2013 are applicable to this contract.**
24. **The employer should ensure payment of minimum wages to the workman working under the employer. Even in case the workman working under any contractor, the employer should also ensure payment of wages under minimum wages Act, EPF & ESIC.**
25. No claim of employment by the manpower engaged on the Railways on whatsoever ground shall be entertained.
26. **The payment made to the Labourer by the contractor should be as per the latest rates of Minimum Wages act and it should be ensured by the contractor.**
27. All statutory taxes and liabilities levied / leviable by the Central & State Government or any other governing authority from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities.
28. All statutory taxes and liabilities levied / leviable by the Central & State Government or any other governing authority from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities.
29. The E.Co.Rly shall have discretion to change the scope of work as per the requirement and variation in the scope of work will be governed by IRS General condition of contract, (Pt - II) and shall not have any bearing on the rates quoted by the tenderer which shall be treated as firm during the currency of the contract.
30. In the event of any dispute or difference arising between Railway Administration and contractor in regard to any matter arising out of or in connection with this agreement such disputes or differences shall be referred to the arbitration of an arbitrator to be appointed by the General Manager of ECOR/BBS from amongst service Railway officers and the decision or award of the said arbitration shall be final and binding on the parties hereto and any reference to an arbitrator so nominated and made in this clause shall be deemed to be a submission to arbitration under the Indian Arbitration Act, 1940 and of the rules framed there under and all statutory modification thereof for the time being in force and clause 64 of IRS General Conditions of Contract July - 2013 (Part - II). The arbitrator while giving his decision shall also decide by which party the cost of the arbitration and award shall be paid and if by both the parties in what proportion.
31. The agency/contractor will be responsible for ensuring good conduct on the part of persons deployed by the agency.
32. Railway Administration will provide no residential accommodation for any of the Employees of the contractor.
33. If at any stage of the contract period, it is established that the contractor has not paid Minimum Wages to the Labourers, the Railway will ensure payment of Minimum Wages to the Labourers out of the SD amount available with Railway. The Contractor will have to deposit the amount so spent from the SD within 10 days failing which the same amount will be recovered from the running bill/amount payable to the contractor and credited to the SD.

Mohd Sayed Hussain
26/11/15

26/11/15
Sr. DMO "CoR/KUR
व.म.चि.व(सा.)
पूर्व तट रेलवे खोरधा रोड

Schedule of different types of diet

Type of diet	Raw materials required (Per diet)	
Bread & Milk	Milk - 1 Ltr	Bread - 200 gms
	Sugar - 60 gms	Fruit - 1 No
Light Diet	Milk: 1Ltr,	Rice : 100 gms
	Bread: 50gms;	Potato : 100 gms
	Sugar: 60gms,	Spices : 10 gms
	Butter: 20gms,	Salt : 10 gms
	Fruit: 1no.	Tea : 5 gms
	Egg : 1 no.	
Full Diet (Veg)	Milk: 250 ml,	Rice : 150 gms.
	Bread : 100gm,	Atta : 150 gms
	Sugar : 40 Gm,	Dal : 100 gms
	Butter : 15 Gms,	Oil : 30 gms.
	Fruit : 1 no	Vegetable: 200 gms
	Tea : 5 gms,	Potato: 150 gms
	Spice : 10 gms	Salt : 10 gms
	Curd : 100 gms	
Full Diet (Non Veg.)	Milk: 40 ml,	Rice: 150 gms.
	Bread : 100gm,	Atta: 150 gms
	Sugar : 40 Gm,	Dal : 100 gms
	Butter : 10 Gms,	Oil : 30 gms.
	Fruit : 1 no	Vegetable: 150 gms
	Tea : 5 gms,	Potato: 150 gms
	Spice : 10 gms	Fish/Chicken : 100 Gms,
	Salt : 10 gms	Egg : 1 No.
Diabetic Diet (Veg)	Milk: 750 ml,	Vegetable : 450 gms
	Bread : 50 gms	Fruit : 1 No.
	Oil : 30 gms,	Curd : 100 gms
	Rice : 100 gms,	Spice : 10 gms
	Atta : 100 gms,	Salt : 10 gms
	Dal : 100 gms,	Lemon : ½ No.
	Tea : 5 gms	
Diabetic Diet (Non Veg)	Milk: 600 ml,	Vegetable : 450 gms
	Bread : 50 gms,	Fish/Chicken : 60 gms
	Oil : 30 gms,	Egg : 1 No.
	Rice : 100 gms,	Spice : 10 gms
	Atta : 100 gms,	Salt : 10 gms
	Dal : 100 gms,	Lemon : ½ No.
	Tea : 5 gms	
Half Diet (Veg)	Milk: 500 ml	Potato : 100 gms
	Bread: 100 gm	Sugar: 30 gms
	Curd: 100 gms	Butter : 10 gms
	Fruit : 1 No	Oil : 15 gms
	Spice : 10 gms	Rice : 100 gms
	Salt : 10 gms.	Atta : 50 gms,
	Dal: 50 gms,	Vegetable: 150gms
Half Diet (Non Veg)	Milk: 500 ml	Potato : 100 gms
	Bread : 100 gm	Fish/Chicken : 60gms
	Sugar : 30 gm	Egg : 1 No.
	Butter : 10 gms	Fruit : 1 No
	Oil : 15 gms	Spice : 10 gms
	Rice : 100 gms	Salt : 10 gms.
	Atta : 50 gms,	Dal: 50 gms,
	Vegetable: 125gms	

Note: One diet consists of morning tea & breakfast, lunch, evening tea and dinner
Specifications for Dietary articles to be supplied to Divisional Railway Hospital,

md Sayed Hussain
26/11/15

Sr. DMO (C) ECoR/KUR
व.प्र.चि.धि(सा.)
पूर्व तट रेलवे खोरधा रोड

A. Non-Perishable Item:

1. Rice (Raw) Milled Rice: (Masuri – 14) Fine quality, free from stones.
2. Boiled Rice (Suji form) Idli Ravva: Fine quality, milled in average size, free from stones.
3. Red Gram Dal (Toor or Arhar): (Kanpur No.35): Fine quality, free from stones, free from artificial colouring.
4. Urad Dal: (full size): Fine quality, free from stones and other foreign bodies.
5. Fried Chana Dal (Only one type available in market): Fine quality properly fried, free from stones and other foreign bodies.
6. Suji: AGMARK, fine quality grinded in average size.
7. Atta: AGMARK
 - (i) Should be prepared by milling sitachal, rupchal, kataribhog, Bhasssmanik paddy of fine quality between 6-9 months old.
 - (ii) Moisture content not be exceed 115.
 - (iii) (a) Broken below Rs. 0.75 ps. But not below 0.25-30%
(b) Fragments, i.e. below Rs.0.25 ps. But not below 0.12 ps
 - (iv). Water damage (decomposed, discolored, malodorous or void of the food matter 0.1%)
 - (v). (a) Dehusked or red grain with 70% or over bran- coating 1%.
(b) Half milled grain –10%
 - (vi). Unhusked paddy – 2 grains of paddy in 1000 grains of rice.
 - (vii) Admixture of Ans – Nil.
 - (viii) Weavilled and webbt grain – Nil.
 - (ix) Offensive odour – Nil.
 - (x) Deep Yellow Grains – Nil.
 - (xi) Free from insects such as weevils and grub or larva.
 - (xii) Sands – Nil.
 - (xiii) Stones – Nil (Contractor will have to leen, the rice of stones before supplying).
8. **COOKING OIL** (Double Refined GN Oil or Sunflower oil): AGMARK, Should be good quality.
9. **Sugar:** M-31 quality.
10. **Tea Powder Fine Quality:** AGMARK, Tea Powder. It should be in 500 gms. Packets.
11. **Salt** (Fine quality in Packets): Iodized salt, in packets.
12. **Masala Powder:** AGMARK, Should consist of chili, turmeric etc., and other spicy ingredients.
13. **Mustard Seed:** AGMARK, good quality seeds should be supplied.

B. PERISHABLE ITEMS:

1. **Coconut:** Average weight 500 gms. each.
2. (A) **Bread White (Sliced) –**
 - (i) Should be made out of finest bleached flour free from weevil insects or worms.
 - (ii) Should be well backed, but not charred.
 - (iii) There should be not be any unbaked lupus of dough.
 - (iv) The 'raising' should be satisfactory and even so that the bread is uniformly soggy.
 - (v) Flour used shall be free from alum or other chemicals or preservatives.
 - (vi) Acidity equivalent should not exceed 3 cc of N/Acid per 100 Gms. Of brea
 - (vii) Ash (insoluble in dil Hca) should not exceed 0.2 per cent of the total dry solids (not the entire bread).
 - (viii) Bread should be free and not stale and should be free from any fun gold growth and also free from unpleasant odor.

md. Sayed Hossain
26/11/15

Sr. DMO (C.E. & C.R./KUR)
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3. **BUTTER (Amul) Jam:**
 - (i) AGMARK.
 - (ii) Should have been made exclusive from milk or cream of cow's/buffaloes and should contain
 - (iii)
 - (a) Not less than 84% of silk fat.
 - (b) Not more than 16% of moisture of water
 - (c) If salted should not contain more than 1.0% of salt
4. **MUTTON:** Fresh, Free from heavy fat, without skin, should be free from waste parts.
5. **CHICKEN:** Broiler, Fresh, free from waste parts, without skin.
6. **FISH:** Without head, Should be dressed properly, Stomach should be empty.
7. **POTATOES:** Fine quality, free from infestation
8. **GREEN LEAFY VEGETABLES:** Amaranths, Palak etc. should be fresh and free from infestation.
9. **Vegetables:** Cabbage, cauliflower, beans, green banana etc., free from infestation.
9. **Dry chilies (Red):** AGMRK, free from artificial coloring, Whole chilies.
10. **Tamarind :** AGMRK, Without Seeds
11. **Green Chilies:** Fresh, Free from insects
12. **Onions:** Fresh, Free from insects
13. **Banana Green:** Average – 80 gms. Each, should be fresh
16. **Sweet Lime (Musumbi):** Average 150 gms each, should be fresh
17. **Mangoes:** Average 150 gms. each, fresh, free from artificial coloring.
18. **Apples:** Average 150 gms each, fresh, free from artificial coloring.
19. **Eggs:** Hen eggs, should be fresh, unbroken.
20. **Milk:** Pasteurized toned milk in packets.

Note: Commodities should be supplied as per specification laid by Food safety & Standardization Act.

Md Sayed Hussain
26/11/15

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Sr. DMO (G)/ECOR/KUR
व.म.चि.धि(सा.)
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ANOF/KUR