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EAST COAST RAILWAY

No. CMS/Med/Washing/OS/15/3/ *Spt.*

Office of the
Chief Medical Superintendent
Khurda Road
Date: 27.05.2016

To

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

LETTER OF ACCEPTANCE (LOA)/WORK ORDER

Sub: LOA for "Dry cleaning of woolen blankets along with washing & ironing of soiled linens of Divl. Railway Hospital, East Coast Railway, Khurda Road through private agency for two years from the date of commencement of work".

Ref: 1) Tender Notice No. CMS/Med/Washing/OS/15/3, dtd: 19.01.2016.

Sir,

1. Your offered rate for the above work of **Linen washing** against the open tender Notice under reference for a period of **24 months from the date of commencement of the work** has been accepted by the **Railway Administration** as mentioned in Annexure-A.
The total value of contract for two years is **Rs. 2,26,089/- (Rupees Two Lakhs Twenty Six Thousand, Eighty Nine) 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. 226089/-** is **Rs. 11304/- (Rupees Eleven Thousand Three hundred Four) only.** You have already deposited **Rs. 4600/-** through EMD along with the Tender Form Vide DD No. 945592 dtd. 20.03.2016 of PNB/Jatni. Balance of SD i.e. **Rs. 6704/- (Six Thousand Seven Hundred 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. 226089/-** is **Rs. 11304/- (Rupees Eleven Thousand Three hundred Four) only.** You have to deposit **Rs. 11304/- as Performance Guarantee (PG) before executing an Agreement in following forms :**

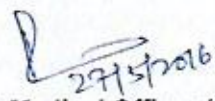
(i) A deposit of Cash (ii) Irrevocable Bank Guarantee. (iii) Government Securities including State Loan Bonds at 5% below the market value. (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of 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.

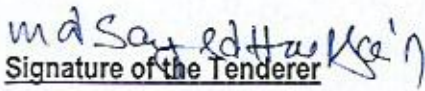
- 6. This P.G. will be initially valid up to the stipulated date of completion plus 60 days beyond that, in case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for **completion of work plus 60 days.**
- 7. You are requested 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 02 (Two) years i.e. 24 Months 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 (Rate chart of different items as agreed)

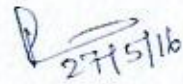

 27/5/16
 Sr. Divl. Medical Officer (G)/KUR
 For Chief Medical Superintendent
 East Coast Railway Khurda Road

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


 Signature of the Tenderer

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 linen ordered by/to the contractor for washing and ironing.


 27/5/16
 Sr. Divl. Medical Officer (G)/KUR
 For Chief Medical Superintendent
 East Coast Railway Khurda Road

East Coast Railway

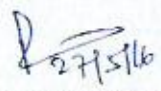
SPECIAL CONDITION OF CONTRACT

1. In all matters so specially provided for or allowed for therein, the execution of the work involved in this tender shall be done in accordance with the General Conditions of Contract with all correction slips issued upto-date. However following special condition will also be applicable. If there is any conflict in general condition and special condition the later shall prevail.
2. The Tender documents as signed by the contractor shall be taken to means as part and parcel of agreement (if accepted).
3. The contract will be in force for the period of 2 (two) years from the date of commencement of work.
4. The contractor has to collect the dirty linens of Operation Theatre and different wards twice in a week from the Chief Matron (I/c), Divisional Railway Hospital, Khurda Road or official nominated by Asst. Nursing Officer/DRH/KUR and return the same after cleaning and ironing within two days or earlier. The same can be modified as per the requirement of the ward or the hospital.
5. The work of cleaning and ironing of the linens should be performed as per the satisfaction of Chief Matron, Asst. Nursing Officer and Sr.DMO/KUR, Divisional Railway Hospital, E.Co.Railway, Khurda Road.
6. The quantity of the linens items will be limited within the schedule mentioned or may reduce and this solely lies on the discretion of Chief Matron, ANO, Sr.DMO/KUR & CMS/KUR. The contractor will responsible in case of any damage or shortfall noticed at the time of handing over/taking over of the items of linens, the same should be recorded jointly on the register/receipts by Matron Incharge of the Hospital & the representative of the contractor. If any item of the linens is found unwashed, dirty at the time of taking over of washed/cleaned items of the linens will be returned to the contractor for rewashing for which no payment will be made. Washing must result in removal of all types of dirty spots from the linens.
7. The contractor should use good quality detergent powder/soap/soda and other cleaning materials for this purpose.
8. Liquidated damage: Liquidated damage (Fine) of Rs.10/- on each item will be imposed on the contractor for lapses in the work of dry cleaning of woolen blankets, washing & ironing of soiled linens which will be deducted from the monthly bills.
9. The contractor must submit a bill in duplicate for the work rendered by the contractor during the calendar month to the Chief Matron. The same bills should be certified by the Chief Matron for satisfactory dry cleaning, washing, ironing and countersigned by ANO/KUR and or Sr.DMO/KUR before any payment is done.
10. If any blanket or linen is lost, torn or damaged by the contractor then the cost of the same will be recovered from the bill payable to the contractor.
11. The contractor should perform the job at Khurda Road. Preference will be given to the contractor having mechanized cleaning in this field.
12. The contractor will bear the cost of the materials like detergent, soap, water, electricity etc. to be utilised for cleaning and also bear the hiring charges for collecting and returning the linens.
13. That the Railway Administration will not be responsible for the death or injury to any of the contractor's staff or any violation of any rules or law and the contractor shall be absolutely responsible for such violation.

14. That the contractor shall comply with the provision of the payment and wages act, 1936 and all modifications thereof made from time to time and the rules made there under in respect of employees employed by him in the carrying on this contract as the himself, and not the Railway Administration, is responsible under the said act for the compliance thereof.
15. The contractor hereby agreed to indemnify the Railway Administration against all claims for compensation by or on behalf of the employees employed by him in connection with this contract, for injury or death by an accident under the workmen's compensation act, VIII of 1923 of any other law for the time being in force, and the Railway Administration shall be entitled to deduct from the sum of money due and payable to the contractor, the amount of the compensation thus payable or paid by the Railway Administration such account together with all and any cost incurred by the Railway Administration in such connection and the contractor hereby agreed that the decision if Railway Administration with respect to the amount of.
16. That the contractor and any other provision may be modified or extended in written by mutual agreement of the parties thereto.
17. 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.
18. 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.
19. No claim of employment by the manpower engaged on the Railways on whatsoever ground shall be entertained.
20. 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.
21. 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.
22. 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.
23. 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.
24. The agency/contractor will be responsible for ensuring good conduct on the part of persons deployed by the agency.
25. Railway Administration will provide no residential accommodation for any of the Employees of the contractor.

26. 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.

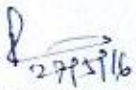
27. Any change in the particulars given in this form, including address, phone numbers, and details of the equipment etc before award of the contract and during the tendency of the contract should be advised to Railway. Administration within seven days of such change.


Sr. DMO (G)/KUR

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Annexure-B

Sl. No.	Description of items	Quantity	Unit	M/S Lucky Nursery, Partner-Md. Sayeed Hussain At-Kudiary Bazar, Po-Jatni Dist-Khorda, Odisha (L/1)	
				Unit rate in Rs.	Total value of Contract in Rs.
1	Bed sheet	7720	Each	5.75	44390
2	Pillow cover	6018	Each	3.45	20762.1
3	OT Pant	562	Each	5.75	3231.5
4	OT Shirt	562	Each	5.75	3231.5
5	Hand towel (Small)	700	Each	3.45	2415
6	Big towel	1060	Each	5.75	6095
7	Gown	1060	Each	6.9	7314
8	Blanket	612	Each	13.8	8445.6
9	Mattress cover	628	Each	9	5652
10	Draw sheet	856	Each	3.2	2739.2
11	Mosquito net	478	Each	9	4302
12	Tetra	1126	Each	2	2252
13	Slient	400	Each	4.6	1840
14	Screen/Curtain	822	Each	9.2	7562.4
15	Leggings	94	Each	2.3	216.2
16	Cut sheet	322	Each	3.45	1110.9
17	Green towel	400	Each	18	7200
18	White towel	400	Each	18	7200
19	Ordinary towel	1276	Each	20	25520
20	Patient gown	820	Each	15	12300
21	Patient coat	1770	Each	15	26550
22	Patient pyzamma	1840	Each	14	25760
	TOTAL				226089.4


27/5/16
Sr. DMO(G)/KUR

Received on
23/6/16