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EAST COAST RAILWAY

कार्यालय / Office of the
मं.रे.प्र(यॉन्त्रिक) / Divl. Railway Manager (Mech.)
संबलपुर / Sambalpur

संख्या/No. MSM/CTS/SBP/16-18/Acceptance/DS/2016

Dated: 01.08.2016.

To,
Dynamic Services,
139, Dakshinadri Road,
Kolkata, West Bengal-700048.

(Letter of Acceptance)

Dear Sir,

Sub/विषय : Acceptance of tender for the work "Mechanized cleaning of coaches of trains (CTS) during their halt at Sambalpur Railway station for a period of 2 (two) years under Clean Train Station (CTS) Scheme".

Ref/संदर्भ : Tender notice No. MSM/CTS/16-18/SBP/TN/16, dtd: 01.03.2016.

Your tender offer (tender opened on 07.04.2016) in connection with the work "Mechanized cleaning of coaches of trains (CTS) during their halt at Sambalpur Railway station for a period of 2 (two) years under Clean Train Station (CTS) Scheme" at a total cost of Rs. 97,90,760/- (Rupees Ninety seven lakh ninety thousand seven hundred sixty only) for a period of 2 (two) years has been accepted by Railway administration as against departmental tender value of Rs. 1,08,66,780/- (Rupees One crore eight lakh sixty six thousand seven hundred eighty only), which is 9.90% less to the departmental overall tender value. The rates as offered by you and accepted by Railway Administration are given in the enclosed schedule.

The rates as accepted are inclusive of all lead, lift, manpower cost, cost of material, cost of maintenance, cost of cleaning materials and consumables, cost of supervision, machinery /equipment, handling consumables alongwith all the statutory taxes and levis etc. of Government and local bodies like VAT/Sales tax, excise duty, entry tax, works contract tax, etc. as applicable and insurance including third party liability etc. as applicable from time to time and cost of all auxiliary equipment, consumable for completing the job alongwith any other cost direct or hidden not mentioned above. Service Tax, EPF and ESI paid against the contract by the contractor for the labours engaged by him for execution of the work on actual, shall be paid to the contractor on production of the documentary evidence towards payment of these taxes, issued by competent authority which may increase or decrease as per the statutory provision prevailing at the time of passing the bill and no interest will be paid upon any money to be paid to the contractor against this contract. However, payment of the above taxes on the labour cost component "Per Unit" prescribed against this item in the rate schedule will be paid to the contractor alongwith his first bill. The contractor shall have to submit the vouchers indicating payment of the same with the competent authority before submission of the 2nd bill, issued by competent authority failing which the same will be deducted from the contractor's next bill.

The acceptance of this offer is subject to execution of a formal agreement between you and the Railway Administration. However, until the formal agreement is executed, this letter of acceptance of the subject tender along with the accepted rates shown in the enclosed schedule shall constitute a binding contract subject to the modification (if any) that may be mutually agreed upon and indicated later. The tender document as signed by you shall also form a part and parcel of the contract.

BSB

The agreement paper will be made ready by the office of the undersigned shortly and you will be intimated in due course about the date and time for signing the agreement. You should be available in the office of the undersigned in time otherwise the amount deposited by you as earnest money will be liable for forfeiture. The work is to be carried out for a period of 2 (two) years from the date of starting of the work.

Security Deposit: The total security deposit payable by you against this contract works out to be Rs.4,89,538/- (Rupees Four lakh eighty nine thousand five hundred thirty eight only). The contractor has not submitted the cost of tender document and the EMD alongwith his tender offer and submitted one certificate issued by National Small Industries Corporation Limited, Kolkata in support of exemption of cost of tender document and EMD alongwith tender document. As such, the contractor is now required to submit a total amount of Rs. 4,89,538/- (Rupees Four lakh eighty nine thousand five hundred thirty eight only) towards Security Deposit against the contract before commencement of the work as per the clause no. 7 under heading "General Conditions of Contract" of the tender document. No deduction towards SD shall be made from the running bills. The Security Deposit shall be paid in the form of demand draft/Banker's cheque drawn in favour of FA & CAO, East Coast Railway, Bhubaneswar, payable at Sambalpur or can be deposited with the Divl. Cashier, East Coast Railway, Sambalpur in cash and money receipt to be obtained and submitted to this office. No interest will be payable upon the Security Deposit or amounts payable to the contractor under the contract. If at any stage of the contract period, it is established that the contractor has not paid Minimum Wages to the labourers, Railway will 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.

The Security deposit shall be released after successful completion of the work and only after the expiry of maintenance period and after passing of the final bill based on "No Claim Certificate" from the contractor. The work completion certificate shall normally be issued by the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate interalia should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to the Railway against the contract concerned. Before releasing the SD, contractor concerned should submit an unconditional and unequivocal no claim certificate.

Performance Guarantee: The contractor has to bear complete guarantee for satisfactory cleaning of the coaches in mechanized manner as per the specifications of the contract. In addition to the security deposit, as per extent rule, you have to deposit 5% of the accepted contract value i.e Rs. 4,89,538/- (Rupees Four lakh eighty nine thousand five hundred thirty eight only) towards fulfillment of performance Guarantee (PG), in the following forms drawn in favour of FA & CAO, E. Co. Railway, Bhubaneswar normally within 30 (thirty) days from the date of issue of "Letter of acceptance (LOA)" i.e upto 30.08.2016. Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA i.e up to 29.09.2016 may be given by the authority who is competent to sign the contract agreement. However, 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 i.e up to 29.09.2016, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against this contract and you shall be debarred from participating in re-tender for this contract. It may please be noted that if the Performance Guarantee is submitted in the form of "Irrevocable Bank Guarantee" the same should be sent by the issuing bank directly by registered post with AD, addressed to the Divisional Railway Manager(Mechanical), East Coast Railways, Sambalpur, DRM's office complex, PO- Modipara, Dist-Sambalpur, Odisha, Pin-768002.

- a) A deposit of cash.
- b) Irrevocable Bank Guarantee as per the format enclosed.
- c) Government Securities including State Loan Bonds at 5% below the market value.
- d) 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.
- e) Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks.
- f) A deposit in the Post Office Saving Bank.
- g) A deposit in NSC, twelve years National Defense Certificate, Ten years defense deposits, National defense bonds.
- h) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- i) FDR in favour of FA & CAO free from any encumbrance issued by nationalized/scheduled commercial banks.

All other terms and conditions as laid down in the tender document for the instant tender will be applicable for this contract. Please acknowledge the receipt of this Letter of Acceptance and attend this office for further programme for starting of the work, execution of the work, completion of the work etc.

You are requested to be ready with all your manpower, materials, machinery, equipments, resources and other means to start the work on getting instructions in this regard. After arranging manpower, consumables and machinery, you should inform Sr. DME/Sambalpur or his authorized representative for inspection before commencement of the work. In the meantime, you are required to complete the procurement, installation and commissioning of "Power Cable & Wiring arrangement alongwith all its allied materials" as specified in the succeeding pages of this letter of acceptance, within 15 days of issuance of this letter of acceptance as per the instructions of the Railway administration in a proper manner duly complying the requirement of the work in a smooth manner, as per the tender conditions. The activity of coach cleaning under CTS scheme is likely to be started w.e.f 01.09.2016 for which work order will be issued shortly.

You will have to obtain a labour license from the Asst. Labour Commissioner (Central)/Rourkella for employing Contract labour under the provisions of contract labour (abolition & regulation) Act – 1970 and rules 1971, for which the certificate of Principle Employer in Form – V is enclosed herewith.

Encl: Rate Schedule, Scope of work and
Other conditions of contract.

Yours faithfully,

मंडल रेल प्रबंधक / यांत्रिक / पूबू नद रेलवे संबलपुर
DRM(Mech)/ECoR/Sambalpur.
भारत सरकार के राष्ट्रपति के लिए
For and on behalf of the President of India

- Copy to: CRSE/ECoR/BBS for information please.
Copy to: Dy. CVO(Engg) & Dy. CVO(T)/ECoR/BBS for information please.
Copy to: Sr. DFM/SBP & Sr. DEE/SBP for information please.
Copy to: Asst. Labour Commissioner, Rourkela for information please.
Copy to: ADME/SBP & SSE(C&W)/SBP for information and necessary action.

मंडल रेल प्रबंधक / यांत्रिक / पूबू नद रेलवे संबलपुर
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EAST COAST RAILWAY

Rate Schedule (Accepted by Railway Administration)

Name of the work: Mechanized cleaning of coaches of trains (CTS) during their halt at Sambalpur Railway Station for a period of 2 (two) years under Clean Train Station (CTS) Scheme.

Contract period: 2 (two) years from the date of starting of the work of coach cleaning under CTS.

Sl. No.	Description of the Work	Unit	Total Qty. in 2 years	Deptt. Estt. Rate (Rs.)	Accepted Rates by Rly. Administration (Rs.)	Total Amount (Rs.)
1.	Labour cost component for execution of CTS work by deploying adequate manpower at Sambalpur Railway Station during the halt of the train at Sambalpur station	Per Coach	73000	91.00	91.00	6643000.00
2.	Taxes (EPF @ 13.61%, ESI @ 4.75% and Service Tax @ 14.5%) on the labour cost component, for CTS work	Per Coach	73000	27.16	27.16	1982680.00
3.	Cost of supply item components and machinery (Cleaning solvent, consumables, uniform, cost of cabling, machinery etc.) component.	Per Coach	73000	30.70	15.96	1165080.00
Total						97,90,760.00

Note: Payment against item no. 2 above (EPF, ESI & Service Tax) "Per Unit" prescribed against this item will be paid to the contractor alongwith his first bill. The contractor shall have to submit the vouchers indicating payment of the same with the competent authority before submission of the 2nd bill, issued by competent authority failing which the same will be deducted from the contractor's next bill.

मंडल रेल प्रबंधक/यांत्रिक/पूर्व/तट रेलवे संबलपुर
DRM(Mech)/ECOR/Sambalpur.
भारत सरकार के राष्ट्रपति के लिए
For and on behalf of the President of India

E Co. Rly Sambalpur