

Central Railway



Divisional Office
Operating Branch
CSTM

No: BB/T/204/O/Box-Boy

Date:- 07/01/2016

M/s Super Tech Facility Mgt. Services Pvt Ltd.,
3B, 32, Corporate Avenue, Off Mahakali Caves Road,
Near Paper Box, Andheri (E) Mumbai 400 093

Sub:-LoA-cum-work order for outsourcing the work of shifting-cum-transportation of Guard's line boxes to/from R-Room/Guard's Lobby or at nominated place incl. loading/unloading of line boxes in M/Exp./Passengers trains by Contractor's labour on Mumbai Division for a period of one year.

Ref:- i) Tender Notice No:-OPTG/Box-boy/TEN-1 dt: 06/05/15 (opened on 10/07/2015)

ii) Negotiated offer vide L No: BB/T/204/O/Box-Boy Dt: 23/12/2015 opened on 28/12/2015.

For and on behalf of the President of India the Competent Authority in reference to your offer submitted vide Tender No: OPTG/Box-Boy/TEN-1 dt: 06/05/2015 has accepted your negotiated eligible offer opened on 28/12/2015, subject to the following terms & condition:-

- Name of work:-** Outsourcing of the work of shifting-cum-transportation of Guard's line boxes to/from Running Room/Guard's Lobby or at nominated place including loading/unloading of line boxes in Mail/Express/Passengers trains by Contractor's labour on Mumbai Division for a period of one year.
- Duration/validity of work:-** One (01) year/Twelve (12) months from the date of actual commencement.
- Total value of contract:-** The negotiated offer value of M/s Super Tech Management Services Pvt Ltd., Mumbai-93 @ of ₹. 5,09,446.00 p.m. (₹. Five lakh nine thousand four hundred forty six only) for a period of 12 months. Total Contract value ₹. 61,13,592.00 (₹. Sixty one lakh thirteen thousand five hundred ninety two only) all inclusive of Service-tax @ 14% as per tender schedule for the subject work as per tender conditions.



महानगर प्रबन्धन प्रबन्धक
मुख्य रेल, न. सि. ट. मुम्बई
Divisional Operating Manager
Central Railway, C.S.T. Mumbai

S N	Amt pm (in ₹.)	Service-Tax @ 14% (in ₹.)	Total Amt pm (in ₹.)	Period of Contract in 1 year	Total value of the contract in (₹.)
(a)	(b)	(c)	(d)	(e)	(f)
1	₹. 4,46,900.00	₹. 62,566.00	₹. 5,09,446.89	1 year	₹. 61,13,592.00

4. **Performance Bank Gurantee:** - The PG amounting to 5% of the contract value of ₹. 3,05,680.00 (₹. Three Lakh five thousand six hundred and eighty only) in the form of Irrevocable Bank Gurantee or FDR in f/v Sr. DFM, C. Rly CSTM to be submitted within 30 (thirty) days from the date of issue of (LoA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LoA 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 the Contractor fails 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 the contract. The failed contractor shall be debarred from participating in re-tender for that work. Extant norms of Item 16 (4) of GCC to be adhered to, as specified in the tender document. The period of validity of PBG shall be of 14 months.

5. **Security Deposit:-** The total Security Deposit for the work is ₹. 3,05,680/- (₹. Three lakh five thousand six hundred eighty only). The EMD remitted of ₹. 1,26,180/- (₹. One lakh twenty six thousand one hundred and eighty only) vide DD No: 296898 Dt. 09/07/2015 of M/s Vijaya Bank, Mumbai in f/v Sr. DFM C. Rly CSTM, shall be retained for the due and faithful fulfillment of this contract. The balance amount of ₹. 1,79,500/- (₹. One lakh seventy nine thousand five hundred only) shall be recoverable from 'on-account' bills @10% till the full security amount is recovered as per Item 16 (1) of the GCC specified in the tender document, which shall be refundable on satisfactory completion of entire work.

6. **Special terms & conditions:-** Annexure-3 of the tender documents specify special terms and conditions to be strictly observed while carrying out the work at nominated locations under supervisions of Sr. SM (Gaz.)/CSTM & LTT, SMs-Dadar, Igatpuri & Roha.

7. **Terms & conditions of contract:** - The contract shall be governed by GCC/SCC or as amended from time-to-time, the following conditions incorporated in the tender documents to be adhered to while carrying



out the work at the most satisfactorily level by contractor. However, railway reserves the right to revise/correct/modify any of the conditions with mutual consent which may deem fit to ensure effective working. Any violation shall enforce railways to take punitive action

8. **Quantity of labour:-** As tabled below: -

S N	Depot/ Station	Total nos. of box-boy required in each shift					Total
		00/08	08/16	16/24	RG	LR	
01	CSTM	03	03	03	02	01	12
02	DR	01	01	01	01	00	04
03	LTT	02	02	02	01	01	08
04	IGP	03	03	03	02	01	12
05	ROHA	01	01	01	01	00	04
TOTAL							40

9. **Inspection of work:-** Sr. DOM BB is Incharge of work, who has authorised SM/Dy SM (M/L) CSTM, Lokmanya Tilak Terminus, Dadar, Igatpuri & Roha to supervise the work. The Contractor shall work in coordination with SMs/Dy. SMs and shall take all precautionary measures to safe guard his labour/staff while carrying out work, observance of all relevant labour rules, maintenance of records, registers, forms etc., as per - The Contract Labour (Regulation and Abolition) Central Rules, 1971.
10. **Stipulation of all Labour rules:-** The contractor shall ensure all rules governing Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, (Regulation & Abolition) Central Rules 1971 and shall ensure payment of rate of wages as per the Minimum Wages in force or amended from time-to-time including compliance of statutory obligations of EPF, ESIC, Bonus etc.,
11. **Price Variation Clause:-** The rates quoted and accepted by the railways will be binding, till completion of the work. No PVC is permissible/disallowed.
12. **Payment:-** Monthly bills in the form of on account contract certificate as applicable to be prepared by the Contractor. Bills to be supported with documentary proof in respect of wages paid, compliance of statutory obligations (EPF/ESIC etc) with valid supportive documents (challans/ECRs), documentary proof of service-tax paid. These supportive documents should be stamp & signed by the Contractor or his Authorised Representative and verified by SMs/Dy. SMs of the respective Stations. Station-wise deployment of labour has to be strictly ensured by the Contractor and its relevant records to be compiled & maintained Station-wise. On satisfactory verification claimed bills will be



released for passing subject to applicable deductions i.e Income-Tax, penalties (if any) as reported by SMs/Dy. SMs.

Bill Recommending authority/Nominated officer:- AOM/BB,
Bills Passing Authority:- Sr. DOM BB,
Bills Paying Authority:- Sr. DFM BB

(*Payment of amount due shall be made by cheque or through the Chief Cashier/ NEFT at the direction of the Railway Administration & duly filled Mandate form of NEFT to be furnished to Accounts for due credits of your monthly bills).

13. **Penalty:-** The work should be carried out to the utmost level to the satisfaction of on duty SM/Dy SM, deficiency brought out should be made good without delay and in case of non-compliance, imposition of penalty will be as below: -

S N	Details of penalty	Amount in (₹.)
1	Penalty for lesser labour engaged	5% of the rate payable for each labour less engaged along with proportionate no payment for each labour less engaged
2	Penalty for 'train detained beyond 5 minutes' from scheduled departure in view of non-transporting of line boxes	₹. 1,000/- per train per instance.
3	Labour found without Uniform/without proper identity cards	₹. 500/- per labour per instance.
4	Line boxes not kept in Running room/Lobby or specified places in a proper manner as per railway requirement	₹. 500/- per instance.

14. **Cancellation of Contract:-** Railway reserves the right to terminate the contract at any time in case of non-performance, bad workmanship and unsatisfactory work by giving seven days notice in writing. On expiry of seven days notice, if Contractor fails to make good or performance does not improve, immediately on expiry of 48 hours notice period, contract shall be terminated by issuing a letter on such termination as per extant norms and procedure laid down in clause 62 of the GCC specified in the tender schedule.

All terms & conditions specified in the LoA & specified tender conditions to be strictly complied by the Contractor till entering into the Contract Agreement. On submission of PBG & verification Contract Agreement will be entered into.

Recd.
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Hly
#11/2016.

Rel. Verified
from Original
T and
by 10/11/16
Sr. SO (CST)
Sf. So kindly ret

Manoj Kumar Goyal
DOM (Cog) BB
C. Rly CSTM



7/01/16

C/- COM/DRM/OSD/ADRM
Sr DFM, Sr DPO,

} for kind information, pl.

C/- Sr SM /CSTM & LLT, SM DR, IGP & ROHA
Sr. SO (Wks& A/c), Sr. SO Bills

} for inf. & nec. action

C/- RLC/ALC (CENTRAL), "Shram Raksha Bhavan" Shiv Srushtri Road,
Eastern Express Highway, Sion, Mumbai-22



(Manoj Kumar Goyal)
DOM (Cog) BB
C. Rly CSTM