

CENTRAL RAILWAY


 Divisional Office
 Operating Branch
 CSMT

No. BB/T/340/SS/46/Lonavala

Date: 18/05/2018

 To
 M/s APCON INDIA
 215, Harsha Complex
 F-17, Laxmi Nagar
 Delhi-110092.

Sub: -LoA towards outsourcing of upkeep/maintenance-cum-mechanised cleaning of Lonavala Rly Station for a period of 03 yrs.

Ref: - e-tender No. OPTG/Lonavala/3 dt 07/07/2017 (pkt-I opened on 26/10/17 & Pkt-II opened on 07/05/18)

The offer of M/s APCON INDIA, EAST DELHI towards outsourcing of upkeep/maintenance-cum-mechanised cleaning of Lonavala Railway Station @ (₹.) 5,11,035.0263 per month for a period of 03 yrs from the date of actual commencement at the total amount of (₹.) 1,83,97,260.95 (₹. One crore eighty three lakhs ninety-seven thousand two hundred sixty and ninety five paise) plus GST as applicable subject to documentary evidence or as amended from time-to-time quoted in (pkt-II financial bid) available in www.ireps.gov.in stands lowest, suitable and eligible which is approx. 23.354% below estimated cost. Hence, Competent Authority on behalf of the President of India has accepted your offer under following terms & conditions: -

1. RATE SCHEDULE: -

Particulars	M/s APCON INDIA, EAST DELHI (Amount in ₹.)
Labour	1,59,94,260.95
Machine	9,51,000.00
Material	9,92,000.00
Service charges /Profit margin	4,60,000.00
Grand total	1,83,97,260.95
*plus GST extra as applicable or as amended from time-to-time, subject to documentary evidence	

2. PERIOD OF CONTRACT: - 03 YEARS FROM THE DATE OF ACTUAL COMMENCEMENT.

3. TOTAL LABOUR AND MACHINES SCHEDULE: -

Labour			Machines		
S N	Labourers	Nos	S N	Details	Nos
1	Unskilled	31	1	High pressure water jet cleaner	01
2	Semi-skilled (Supervisory)	03	2	Wet and dry vacuum cleaner	02
			3	Manual mechanical sweeper	01
			4	Single disc floor scrubbing machine	01
			5	Auto scrubber drier (battery operated)	01
			6	Hydraulic self propelled Aerial working platform (Dual Mast) or scissor type for roof cleaning upto the height of approx. 18 mtrs	01
	Total	34		Total	07

Digit. Sd/-, LoA, APCON INDIA

 वरिष्ठ मंडल परिचालन प्रबंधक (सामान्य)
 Sr. Divisional Operations Manager (Genl.)
 छत्रपति शिवाजी महाराज टर्मिनस, मुंबई
 Chhatrapati Shivaji Maharaj Terminus, Mumbai

4. **SECURITY DEPOSIT:** - Total Security Amount works out to (₹.) 9,19,863.00 (₹. Nine lac nineteen thousand eight hundred sixty three only). EMD deposited while bidding into said tender through net banking @ (₹.) 2,79,020.00 (₹. Two lac seventy nine thousand and twenty only) will be retained by the Railways as Part Security and Balance Security Amount of (₹.) 6,40,843.00 deducted @ 10% of the bill till it reaches the balance security deposit (₹. Six lac forty thousand eight hundred forty three only) will be recoverable from on-account bills of the Contractor as per extant norms and procedure of Works Contract.
5. **PERFORMANCE BANK GUARANTEE (PBG):** - PBG Amounts works out to (₹.) 9,19,863/- (₹. Nine Lac Nineteen thousand eight hundred sixty-three only). The Contractor shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (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. The contractor shall remit PG only as per mode prescribed in tender clause 16.4 (b). The validity of PBG shall be of 38 months from the date of issue of PBG.
6. **PAYMENT:**
- The contractor shall claim the monthly bills as per accepted rates and tender conditions.
 - The contractor shall submit the statements showing labour names, number of man days worked, minimum wages rates along with statutory deductions made against EPF, ESIC etc., as per labour laws. He shall also produce self-attested challans showing statutory obligations of EPF (digital ECR statements) and ESIC complied against labour engaged with railway establishment/site only.
 - The contractor must provide details of consumables stores and chemicals as required to perform cleaning work on monthly/quarterly basis. Proper source with valid purchase Invoices of authorised dealer/OEM to be furnished to Sr. DOM (G) or his representative as and when required.
 - All on-line payments made against EPF, ESIC for the labour assigned at Station must be supported with monthly challans of the specific Station only.
 - The bills shall be submitted to SM in triplicate. It should be supported with abstract of summary drawn on the basis of daily scoring/marking done by SM/Dy. SM (shift-wise) on Annex-10 adopted to measure work.
 - SM shall verify the details (monthly summary of scoring, monthly wages sheets, documentary proof of EPF/ESIC, ECR, etc) and shall forward to Sr. DOM (G)'s office/Exec. Engineer entering details in the Measurement Book.
 - Asstt. Optg. Manager/SM will ensure contractual obligations including test-checks while forwarding bills for passing:-

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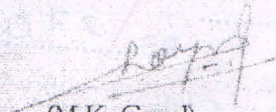
- Bills Preparing Unit: Station Manager Lonavala
 - Bills Recommending Officer: Asstt. Optg. Manager
 - Bills Passing Authority: Sr. DOM (G) BB
 - Bills Paying Authority: Sr. DFM BB
- viii. Payment of amount due shall be made by cheque or through the Chief Cashier/ NEFT at the direction of the Railway Administration. The Contractor shall open bank account of all Contract labourers/supervisors and payments of salary to made through ECS and submit salary statement acknowledged by labour and certified from SM. Cheque payment can be done only in exceptional circumstances after obtaining approval of Railway Administration.
- ix. Monthly bills are subject to passing on due fulfillment of labour rules, deductions of penalty, if any imposed and income-tax or any other similar statutory liabilities arising out of various taxes, which are amended from time-to-time. GST as applicable or amended from time-to-time shall only be reimbursed, subject to submission of the documentary evidence as required by finance department or as advised in LoA/Contract Agreement. If GST is discontinued or waived accordingly the same will not be claimed by the Contractor.
7. Before actual start of work the Contractor will ensure strict compliance of machinery as per Annex-4 of the tender. Further, machines should not be not more than 1 year old from the date of physical execution of work and that quality and efficiency of machinery should be watched concurrently during currency of contract by concerned Station Incharge.
8. **MATERIAL SCHEDULE:** Strict compliance of Annex-5 of the tender conditions to be observed while performing work at Lonavala Station. Further, material & chemicals as specified in Annex-5 should be kept in the custody of Station Manager Lonavala and it should be certified while passing bills that availability of material is as per tender specification.
9. **RODENT CONTROL:** - The work of rodent control will be as per guidelines depicted in Item 10 (b) of Annex-3 of the tender.
10. **PRICE VARIATION CLAUSE:** - Any incremental increase in minimum wages will be compensated only as per Price Variation Clause Annex-7 of the tender. Verbatim of clause-7 is reproduced below: -
 "The minimum wages as notified by Chief Labour Commissioner, prevailing on the date of opening of tender including/postponement of tender opening date, if any, shall be taken as base rate for calculation of wage escalation on account of revision in wages by Chief Labour Commissioner. In case of negotiations, the date of negotiation will be considered for deciding the base rate. Any increase/decrease in the wages notified by Chief Labour Commissioner will be multiplied by actual number of labourers employed as per the certificate in the Measurement Book for calculating the statutory wages escalation element, subject to production of documentary evidence for increase/decrease in labour charges as notified by Chief Labour Commissioner".
11. **SCOPE OF WORK:** - Contractor shall strictly perform the work at Lonavala as per scope of work depicted at pg-63 of the tender. Daily performance will be monitored by SM/Lonavala and scoring/marking will be as per Annex-10 these sheets should be daily signed by SM/Dy SM and endorsed by Company's representative with stamp and seal.
12. Non-performance of the work will invite penalty as per item-10 of Annex-3.

वरिष्ठ मंडल परियाचन प्रबंधक (सामान्य)
 Sr. Divisional Operations Manager (Genl.)
 छत्रपति शिवाजी महाराज टर्मिनस, मुंबई
 Chhatrapati Shivaji Maharaj Terminus, Mumbai

13. **VARIATION IN QUANTITY:** - refer clause -42 of the tender.
14. **CONTRACT AGREEMENT:** - The contractor after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways prescribed and place the same with the Railways together with conditions of contract, specifications and schedule of prices referred to therein duly complete. Until the formal agreement is executed, this letter of acceptance shall constitute a binding on this contract between you and the Railways.
15. **ARBITRATION CLAUSE:** - In case of any dispute of any nature arising of the execution of the contract, it shall be governed in accordance with the provision contained in Arbitration clause 64 of the tender booklet or as amended from time-to-time.
16. **ACCEPTANCE OF LOA:** -Kindly acknowledge the receipt of this LoA for original record purpose with stamp and signature.

You are also requested to please note that this LoA is issued as per tender conditions. You are requested to obtain necessary labour license from the appropriate authority under CL(R&A) Act, 1970 and relevant rules issued or amended from time-to-time before commencement of work.

Yours faithfully,


(M.K. Goyal)
DOM (Cog) CSMT
for & behalf of President of India

Copy to: DRM, ADRM, OSD,
Sr. DFM & Sr. DPO BB }

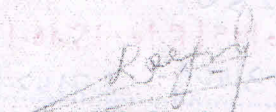
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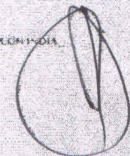
Copy to: Station Manager - Lonavala/

c/- RLC (ALC (Central)
Shram Raksha Bhavan
Shiv Srushtri Road,
Eastern Express High way
Sion, Mumbai - 400 022 }

for kind information please

*Cancelled
Salku
04/11/18*


(M.K. Goyal)
DOM (Cog) CSMT
for & behalf of President of India



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