

CENTRAL RAILWAY


 Divisional Office
 Operating Branch
 CSMT

No. BB/T/340/SS/46/LTT/03

Date: 29/01/2017

 To
 M/s All Services Global (P) Ltd.,
 Plot No AG-3, 3rd Floor, Cama Industrial Estate,
 Near HUB, Goregaon (East), Mumbai - 400 063

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

 Ref: e-tender No. OPTG/LTT/5 dt: 29/07/2017 (pkt-I opened on 19/09/17 &
 Pkt-II opened on 17/01/18)

Offer of M/s All Services Global (P) Ltd., Mumbai towards outsourcing of upkeep/maintenance-cum-mechanised cleaning of Lokmanya Tilak Terminus Rly Station @ ₹. 16,92,504.05 per month for a period of 03 yrs from the date of actual commencement at the total amount of ₹. 6,09,30,146/- (₹. Six crore nine lakh thirty thousand one hundred forty six only) plus GST as applicable or as amended from time-to-time quoted in (pkt-II financial bid) available in www.ireps.gov.in stands lowest, suitable and eligible. Hence Competent Authority on behalf of the President of India has accepted your offer under following terms & conditions: -

1. Rate Schedule: -

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S N	Num-Status	Name of the firm	Total quoted Rate (₹.)		
1/6	L-1	M/s All Services Global (P) Ltd Mumbai	Labour + Supervisors	4,89,92,222	00
			Machinery	33,68,160	00
			Material & Others	30,30,660	00
			Services Charges	55,39,104	00
			Total	6,09,30,146	00

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	63	1	High pressure water jet cleaner	03
2	Semi-skilled (Supervisory)	06	2	Wet and dry vacuum cleaner	04
			3	Battery operated stand on scrubber drier	03
			4	Walk cum push behind battery operated sweeper	03
			5	Manual mechanical sweeper	02
			6	Single disc floor scrubbing machine	04
			7	Push behind auto scrubber drier (battery operated)	04
			8	Hydraulic self propelled Aerial working platform (Dual Mast) or scissor type for roof cleaning upto the height of approx. 18 mtrs	01
	Total	69		Total	24

4. **Security Deposit:** - Total Security Amount works out to ₹. 30,46,507.00 (₹. Thirty lac forty six thousand five hundred and seven only). The EMD produced while quoting into the tender through net banking @ ₹. 4,79,250.00 (₹. Four lac seventy nine thousand two hundred and fifty only) will be retained as Part Security by the Railways. The Balance Security Amount of ₹. 25,67,257.00 (₹. Twenty five lac sixty seven thousand two hundred fifty seven only) will be recovered from on account bills of the Contractor @ 10% till receipt of balance security and due and faithful fulfillment of contract as per extant norms and procedure of Works Contract.
5. **Performance Bank Gurantee (PBG):** - PBG Amounts works out to ₹. 30,46,507.00 (₹. Thirty lac forty six thousand five hundred and seven only). The Contractor shall have to submit a Performance Gurantee (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).
6. **Payment:**
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- i. The contractor shall claim the monthly bills as per accepted rates and tender conditions.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. Station Director/Station Manager (Lokmanya Tilak Terminus Station) will ensure contractual obligations including test-checks while forwarding bills for passing: -

- **Bills Preparing Unit: Station Manager (LTT)**
- **Bills Recommending Officer: Station Director (LTT)**
- **Bills Passing Authority: Sr. DOM (G) BB**
- **Bills Paying Authority: Sr. DFM BB**

- vi. 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.
- vi. 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.
7. **Before actual start of work the Contractor will ensure strict compliance of machinery as per Annex-4 of the tender.**
8. **Material schedule: Strict compliance of Annex-5 of the tender conditions to be observed while performing work at LTT Station.**
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 PVC 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'.
 Further, Contractor has to bear any incremental rise of statutory obligations of EPF and ESIC and other expenses of labourers.
11. **Scope of work: - Contractor will strict perform the work at LTT as per scope of work depicted at pg-65 of the tender. Daily performance will be monitored by SM/LTT, Station Director LTT as per Annex-10.**
12. **Non-performance of the work will invite penalty as per item-10 of Annex-3.**
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 labour rules issued or amended from time-to-time. A copy of same may be intimated to this office and one copy of labour license be provided to Station Director/Station Manager LTT.

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Yours faithfully,



(R.K. Modi)
Sr. DOM (G) CSMT
for & behalf of President of India

Received
J.R. Sharma
06/02/2018
Suresh B. Verma (M.D.)

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

for kind information, please.

Copy to: Station Director - LTT/
SM LTT }

for kind information, please.

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

for kind information please

Rates verified
from original TCM
29/01/18
Sr. S. P. Wadgaonkar

(R.K. Modi)
Sr. DOM (G) CSMT
for & behalf of President of India