

CENTRAL RAILWAY


 Divisional Office  
 Operating Branch  
 CSMT

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

Date: 11/4/18

 To  
 M/s APCON INDIA,  
 215, Harsha Complex,  
 F-17, Laxmi Nagar, Delhi -11 092

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

 Ref: e-tender No. OPTG/PNVL/3 dt: 07/07/2017 (pkt-I opened on 25/10/17 &  
 Pkt-II opened on 22/02/18)

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Lowest eligible Offer of M/s APCON INDIA, DELHI towards outsourcing of  
 upkeep/maintenance-cum-mechanised cleaning of Panvel Rly Station @ (₹.)  
 11,13,544.655 p.m. for a period of 03 yrs from the date of actual commencement at  
 the total amount of (₹.) 4,00,87,607.58 (₹. Four crore eighty seven thousand six  
 hundred seven and fifty paise only) plus GST as applicable or as amended from  
 time-to-time quoted in (pkt-II financial bid) available in [www.ireps.gov.in](http://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: -

Description	M/s APCON India
	(1/6)
	(L-1)
1) LABOUR	₹. 3,75,87,610.58
2) MACHINE	₹. 9,99,999.00
3) MATERIAL	₹. 9,99,999.00
4) PROFIT (%)	₹. 4,99,999.00
5) G. Total	₹. 4,00,87,607.58

## 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	51	1	High pressure water jet cleaner	02
2	Semi-skilled (Supervisory)	03	2	Wet and dry vacuum cleaner	03
			3	Manual mechanical sweeper	02
			4	Single disc floor scrubbing machine	02
			5	Push behind auto scrubber drier (battery operated)	02
			6	Hydraulic self propelled Aerial working platform (Dual Mast) or scissor type for roof cleaning upto the height of approx. 18 mtrs	01
	Total	54		Total	12



4. **Security Deposit:** - Total Security Amount works out to (₹.) 20,04,380.00 (₹.) Twenty lakh four thousand three hundred and eighty only). EMD deposited while bidding into said tender through net banking @ (₹.) 3,92,560.00 (₹.) Three lakh ninety two thousand five hundred & sixty) will be retained by the Railways as Part-Security and Balance Security Amount of (₹.) 16,11,820.00 (₹.) Sixteen lakh eleven thousand eight hundred twenty only) will be recoverable from on account bills of the Contractor as per extant norms and procedure of Works Contract.
5. **Performance Bank Gurantee (PBG):** - PBG Amounts works out to (₹.) 20,04,380.00 (₹.) (₹.) Twenty lakh four thousand three hundred and eighty 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 31<sup>st</sup> 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:**
- 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 invoice of authorised dealer/OEM to be furnished to Sr. DOM (G) and 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 MB.
  - AM/JNPT and SM will ensure contractual obligations including test-checks while forwarding bills for passing: -

Bills Preparing Unit:-

Bills Recommending Officer:-

Bills Passing Authority:-

Bills Paying Authority:-

Station Manager

Area Manager/JNPT

Sr. DOM (G) BB

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.
- x. 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 Panvel 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 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 will strict perform the work at Panvel as per scope of work depicted at pg-63 of the tender. Daily performance will be monitored by Area Manager/JNPT and SM/Panvel 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 rules issued or amended from time-to-time before commencement of work.

Yours faithfully,



(R.K. Modi)

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

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

for kind information, please.

Copy to: Area Manager - JNPT/  
SM Panvel

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*

*Palke*

*11.04.18*

*Sr. SO/works*

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