

Cost of Tender form: Rs. 2,000/-



CENTRAL RAILWAY

PUNE DIVISION

MEDICAL -DEPARTMENT

TENDER FORM

Name of Work – Mechanized cleaning work of Miraj Railway Station for a period of two years

Open Tender Notice No. PA/Med/H/MRJ-Station/2012 Date: 30/04/2012

Date of Tender closing : - 05/06/2012 at 15.00Hrs
Date of Tender opening : - 05/06/2012 at 15.30Hrs

M/s-

CENTRAL RAILWAY

MECHANIZED CLEANING AT MIRAJ RAILWAY STATION

Tender Notice Number: PA/Med/H/MRJ-Station/2012

Date: 30/04/2012

For and on behalf of President of India, Chief Medical Superintendent, Divisional Railway Hospital, Central Railway, Pune-1 invites sealed Open Tenders on "SINGLE PACKET SYSTEM in prescribed tender forms from reputed contractors with adequate experience and financial capability for the under mentioned work

Description of Work	Approximate Value	E.M.D.
Mechanized cleaning of Miraj Railway station for a period of two years	Rs. 17,32,836/-	Rs.34,657/-

Cost of tender form: Rs. 2000/--,

Date of dropping of tender :- 05/06/2012 upto 15.00 Hrs.

Places of dropping of tender- Chief Medical Superintendent, Divisional Railway Hospital, Central Railway, Pune-1

Date and Time of Opening of Tender: - 05/06/2012 at 15.30 Hrs.

Availability of Tender Documents: From the date of publication of Tender Notice upto 17.00hrs. of 04/06/2012; from the office of the Chief Medical Superintendent, Divisional Railway Hospital, Central Railway, Pune-1 on all working days from 10:00 hrs. to 17:00 hrs. **System of Tender:** Single Packet System. Tender Notice & Tender documents is also available the websites www.cr.indianrailways.gov.in and <http://www.tenders.gov.in>. Tenderers can also download the tender documents from the above websites from date of publication of Tender Notice.

Tender Form For

<i>Name of work</i>	Mechanized cleaning of Miraj Railway station for a period of Two years.
<i>Price of Tender form</i>	Rs.2000/-
<i>Approximate value</i>	Rs.17,32,836/-
<i>Earnest money</i>	Rs.34,657/-
<i>Completion period</i>	Two years

Sold to M/s _____

M.R./DD.No. _____ *Dated* _____ *for Rs.* _____

Tender form No. _____ **Date:-** _____

**Chief Medical Superintendent
C.Rly.Pune Division**

Start of Tender documents

Important Note:

- 1) This tender Document contains 71 Pages.
- 2) The end of tender document is indicated by "End of Tender Document" marker. Tenderers should carefully see that above marker appears on the last page of loaded tender document to ensure that downloaded document is complete.
- 3) The Tenderers are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected.

The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.

- 4) For Special conditions of Contract for Tender documents downloaded from website please see page No. **04** to **05** below.

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**SPECIAL CONDITIONS FOR TENDER DOCUMENT DOWNLOADED
FROM INTERNET/WEBSITE.**

1. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/ indirect loss of business/profit resulting from inability to use this facility.
2. The Tenderer/s shall download & print the Tender document solely for bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
3. The end of tender document is indicated by "End of Tender Document" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
4. The tender document downloaded from website though does not bear signature of Rly authority shall have same authority as having directly purchased from Rly office. Tenderers while submitting his offer must sign all pages of tender document.
5. The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The Tenderer should clearly write on main tender cover and also on the top of sealed cover "Tender documents downloaded from website".
6. The Tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.
7. The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Rly is liable to terminate the contract on contractor's default.

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In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Rly shall prevail and decision of Rly thereon shall be final and binding on Tenderer/Contractor.

8. Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further Tenderer shall bear expenses of Internet connection and telephone charges, if any for downloading of tender document.
9. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall taken into account while submitting the tender. Tenderers' offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.
10. The "Additional Conditions for Tender Document downloaded from Website" Must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.

The following declaration should be given by the Tenderer while submitting the tender:

DECLARATION

I/We have downloaded the tender document from the website <http://tenders.gov.in> or www.cr.indianrailways.gov.in and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

Date:-

Signature of Tenderer

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DECLARATION FORM

To

The President of India,

Acting through Divisional Railway manager (Medical) Central Rly. Hospital, Pune

1. I/We _____ have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (NINETY) days from the date fixed for opening the same and in default thereof, I / We will be liable for forfeiture of my/our full Earnest Money. I / We offer to do the work of **“Mechanized Cleaning of Miraj Railway station premises for a period of two years”** at the rates quoted in the attached schedule of work and hereby bind myself / ourselves to start the work within 45 days from the date of receipt of “Letter Of Acceptance” and continue the work for a period of 2 year. I / We also hereby agree to abide by the General and Special Conditions of Contract detailed in the Tender Schedules and to carry out the work according to the standard specifications for material and works laid down by the Railway for the present contract”.

2. **A sum of Rs.**(_____) is herewith forwarded as full earnest money. The full value of the full earnest money shall stand forfeited without prejudice to any other rights or remedies if,

a) I / We do not execute the contract documents within **(7) SEVEN DAYS** after receipt of notice issued by the Railway that such documents are ready.

OR

b) I / We do not commence the work within **(45) FOURTY – FIVE DAYS** after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute binding contract between us subject modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my / our offer for this work.

4. I / We have in my / our possession a copy of the Central Railway **Schedule of Rates 1992 Vol. I and Vol. II 2001** corrected up-to-date and have gone through all the conditions of contract, rates specifications etc. Embodied therein and agree to abide by the same.

Tenderer /Contractor’s Address: _____ _____ _____ _____	Signature of Tenderer(s) Date: _____
	Signature of Witness:
	1) _____
	2) _____

1. DEFINITIONS:

Throughout this tender document the following definitions shall apply: -

MEANING OF TERMS:

- 1.1** These regulations for tenders contracts shall be read in conjunction with the general conditions of the contract which are referred to here in & shall be subject to modifications, additions or suppression by special conditions of contract & and/or special specifications if any, annexed to the tender form
- 1.2** Definitions in these regulations for tenders & contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires.
 - a)** 'Railway' shall mean the President of the republic of India or the administrative officer of Central Railway or of the successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
 - b)** The "Railway Administration" means Indian Railways Central Railway acting through DRM Pune on behalf of the President of India.
 - c)** "General Manager" shall mean the officer in charge of the general superintendence of the Central Railway and shall also include the General Manager & shall mean and include their successor, of the successor Railway.
 - d)** "Chief Medical Director" shall mean the officer in charge of the Medical department of Central Railway and shall mean & include their successor of the successor Railway
 - e)** "Divisional Railway Manager, Pune" shall mean the officer in charge of the division of the Central Railway & shall mean and include the divisional Rly Manager of the successor Railway
 - f)** "Chief Medical Superintendent, Pune" shall mean the Divisional in charge of the Medical department and shall mean and include the medical officers of the successor Railway.
 - g)** "Sr. DMO(H) Pune" shall mean the officer in charge of the Health section of Medical department and shall mean and include the Medical officer of the successor Railway
 - h)** "Chief Health Inspector/Health Inspector" of the concerned will be inspecting authority who will certify the quality & compliance of work.
 - i)** The "Inspecting Officer/Inspector" means the official or department nominated by the Rly. Administration to inspect the work on his behalf and the deputies of the inspecting officer so nominated.
 - j)** "Tenderer" or "Contractor" shall mean the person/the firm/Co-operative or company whether incorporated or not who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors & permitted assigns.
 - k)** Works shall mean the work contemplated in the schedule of work set forth in the tender form and required to be executed according to specification.
 - l)** Schedule of rates shall mean the rates accepted by the Rly administration for the defined work in the schedule item wise.

- m) “Contract” means and include inviting tenders, instructions to the Tenderer technical specification and drawing, general conditions of contract, acceptance of tender, special conditions of contract, particulars and others specified or acted upon by the contractor and a formal agreement, if executed.
- n) “Equipment” means the/part/component proposed to be used during the contract or (the required materials will not be provided by the “Railway Administration” according the specification mentioned in Tender document.
- o) **The” Similar work” means**
 - i) **Similar Mechanized cleaning activity at Coaching Depots/ Railway Station premises**
 - ii) **Similar Mechanized cleaning activity at Aerodromes, Docks and shipyards.**
 - iii) **Similar Mechanized cleaning activity at reputed Hotels Hospitals and Engineering Industry.**

Here “Mechanized Service” should mean use of machines/equipments like High Pressure water jet machines, Ride on scrubber and Vacuum cleaners/ Floor cleaners etc.

Note:- Certificates from private individuals for whom such works are executed shall not be accepted.

- p) The “**Work not done**” means work which is not carried out fully by the contractor, full amount will be deducted for that particular item.
- q) The “**Unsatisfactory work**” means work not carried out up to the mark to the entire satisfaction of the Rly. Administration.
- r) The “**Partially done**” means work not carried out fully but work done partly as per the specification of schedule.
- s) The “**Manually work done**” means work carried out manually without using machines in Mechanized cleaning area upto the standard of Rly. Administration, wherever its required.
- t] **Singular and Plural:** Words imparting the singular number shall also include plural and vice Versa where the context requires.
- u] **Law governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- v] **Compliance to regulations and bye-laws:** The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the instructions or the specifications that may be necessitated by so confirming give to the Railway notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Railway in respect thereof.

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The Contractor shall be bound to give all notices required by the statute regulations or bye laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

- w] **Communication to be in writing:** All notices, communications reference and complaints made by the Railway or the Railway's representative or the contractor interest concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

2. GENERAL CONDITIONS OF CONTRACT

1. Tender should be addressed to the President of India acting through Chief Medical Superintendent, Central Rly. Hospital, Maldhakka Road, Pune-411001 and submitted on the prescribed forms only purchased from the offices as mentioned in the tender notice, or downloaded from internet, duly superscribed as "**Tender application for Mechanized Cleaning and Upkeep of Miraj Railway Station Premises,**" and the tender should be dropped in the tender box available in the office of the Chief Medical Superintendent Central Rly. Hospital, Pune up to **15.00 hrs** of the last date mentioned in the tender notice.
2. The Tenderers are required to submit single Packet. The Packet should be in sealed cover, clearly indicating full name and address of the Tenderer and name of the work super scribed on this Packet. This sealed Packet containing documents related to work and this should be dropped in the Tender Box kept at the above stated place. Packet will be opened on the scheduled date & time.
3. Tender received after the stipulated date and time will not be considered.
4. The validity of tender offer should be 90 days from the date of opening of tender.
5. Tenderer must submit in packet, all the relevant document required to this work such as tender booklet with financial rate for this work, their previous experience certificates, firm related document for its authenticity, the proof of financial capability, details of present works in hands, tools & plants availability, list of machinery , Firm JV or proprietary etc.
6. Tender containing erasures and alternations of the tender documents are liable to be rejected. Any corrections made by the Tenderer in his entries must be attested by him.
7. The tender must be accompanied by full earnest money deposited in cash (through MR) or D.D. failing which the tender will not be considered. The Tenderers shall hold the offer open for 120 days from the date of opening of tender. It is understood that the tender documents have been sold/issued to the Tenderers and the Tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not desist from his offer or modify the terms and conditions thereof in a manner not acceptable to the Divisional Railway Manager (Medical) Central Railway/Pune. Should the Tenderer fail to observe or comply with the foregoing stipulation and in case the Tenderer withdraws his offer within the validity period of his offer or fails to undertake the contract after acceptance of his tender, the full earnest money shall be forfeited. If the tender is accepted, the earnest money will be withheld as initial Security

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Deposit and balance Security Deposit will be deducted @ 10% of the current monthly bills of the contractor for the due fulfillment of the contract. The earnest money of the unsuccessful Tenderer will, save as herein provided, be returned to the unsuccessful Tenderers.

But the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest there on.

8. It shall not be obligatory on the Railway Administration to accept the lowest tender and no Tenderer/Tenderers shall demand any explanation for the cause of rejection of his/their tender. If the Tenderer deliberately gives/tenders wrong information in his/their tender or creates circumstance for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
9. If the Tenderer expires after the submission of his tender or after acceptance of his tender the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender the railway shall treat such tender as cancelled unless the firm retains its character.
10. The earnest money deposited by the successful Tenderer/Tenderers will be retained towards security deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement or start the work within the stipulated time as laid down in the terms and conditions. The balance security deposit may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the contractor on the pending on account bills so that amount so retained may not exceed 10% of the total value of the contract.
11. Non compliance with any of the condition set forth herein is liable to result in the tender being rejected.
12. The accepting authority of the tender is not bound to accept the lowest or any other tender nor does he undertake to assign reasons to decline to consider any particular tender or Tenderer.
13. The successful Tenderer shall be required to execute agreement with the President of India acting through the Chief Medical Superintendent, Central Rly. Hospital, Pune for carrying out the work in the prescribed proforma.
14. The Tenderer/Tenderers shall keep the offer open for a period of 120 days from the date of opening the tender, within which period the Tenderer can not withdraw his offer subject to the period being extended, if further required, by mutual agreement from time to time. Any contravention of the above conditions will make the Tenderer liable for forfeiture of his/their earnest money for due performance of the forgoing stipulation.
15. The Railway reserves the right to not invite tenders for any work or to invite open or limited tender and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for such action.

16. In the event of any Tenderer/Tenderers whose tender is accepted, refusing to execute the contract documents as herein before provided, the Railway may determine that such Tenderer/Tenderers has/have abandoned the contract and thereupon his/their tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such defaults.
17. Tenderer must specify the rates in figures as well as in words below or above the departmental value in the appropriate column in the Tender Schedule (Packet- B). The rates must be inclusive of all other charges and taxes leviable as per specifications laid down for the same in special terms and conditions of this tender.
18. The Tenderers signature must be affixed at the bottom of each page of the tender document. No tender which is unattested and/or contains erasure or alteration of the tender document made by intending Tenderer/tenders will be considered.
19. Tender must be submitted in the name of only such persons to whom tender forms are sold in their individual capacity or accredited representative of the firm. In case the tender form is downloaded from Internet, the **DD of Rs.2000/-** in lieu of cost of tender form shall be made by the Tenderer/Tenderers himself/themselves and payable to Sr. Divisional Finance Manager, Central Railway, Pune.
20. Only experienced firms/ agencies having facilities of Mechanized Cleaning with previous credentials for doing such work for major reputed establishments may participate.
21. Each tender form should be accompanied by Money Receipt/DD of **Rs. 34,657/-** towards the Earnest Money of the tender which should be deposited with the Divisional Cashier/Central Railway/Pune (if paid in cash) or through D.D. drawn in favour of Sr. Divisional Finance Manager, Central Railway, Pune. The said amount is refundable to the unsuccessful Tenderers without interest after finalization of the tender. No interest will be paid for the amount. PEMD is not acceptable. In the event of acceptance of offer by the Railways, such Earnest Money will constitute a part of Security Deposit, as mentioned in clause 11 above.
22. Before submitting tender, the Tenderer/Tenderers will be deemed to have satisfied himself/themselves regarding the nature of work/contract. The submission of a tender by Tenderer implies that he has read and will abide by the conditions under which work will be entrusted. Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
23. The Tender Notice and Tender Form shall also be available on the internet at the website address <http://www.tenders.gov.in> and www.cr.indianrailways.gov.in The Tenderers can also download the tender form from the above sites and after filling these forms, can drop in the Tender Box. Those Tenderers who wish to submit internet downloaded forms shall have to submit/deposit a **DD of Rs. 2000/-**(non-refundable) in lieu of cost of Tender Form which shall be payable in favour of Sr. Divisional Finance Manager, Central Railway, Pune. This D.D. shall be enclosed.
24. Tenders form will not be accepted by the post & there will be no claim further in this regard by the Tenderer.

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3. ELIGIBILITY CRITERIA:

- A) The contractor shall have following minimum criterion to participate in the tender:
- The contractor should have experience in carrying out similar work in other mechanized cleaning work in Coaching Depots/ Railway Station premises, Aerodromes, Docks and shipyards, reputed Hotels Hospitals and Engineering Industry.
 - The contractor should provide satisfactory evidence acceptable to the Railway to show that:
- (a) He is a reputed firm/contractor who regularly under takes the works similar to the subject tender and has adequate technical knowledge and experience preferably in Railways.
- (b) He has all the mechanized systems, tools and tackles and has adequate plant and maintenance capacity to complete the tendered work.
- (c) He has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.
- (d) For the above, the contractor(s) must submit along with his/her tenders: -
- i) List of works completed in last 3 financial years giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award & date of scheduled completion of work. Date of actual start, actual completion & final value of the contract should also be given. Necessary certificates in this regard from the authorities that made the payments for three preceding years be enclosed, duly attested.
 - ii) List of work on hand indicating description of work, contract value, approximate value of balance work yet to be done & date of award.
 - iii) List of Personnel organization available on hand & proposed to be engaged for the subject work.
 - iv) List of plant & machines available on hand (owned) & proposed to be inducted (owned & hired to be given separately) for the subject work.
 - v) The firm should be well established in the field of professional mechanized cleaning services.
 - vi) Only experienced and qualified firms having proven credentials of unblemished performance in reputed/major establishments for similar work should apply along with supporting documents.
 - vii) The Tenderer should give the annual turnover of the business year-wise for the last three financial years. (supported by documentary evidence).
 - viii) The Tenderer will submit the details of machinery/equipment and other credential as per annexure enclosed. Railway administration, if so feels shall inspect the infrastructure and facilities available with the firm so as to assess the capability of the firm to execute the work successfully.
 - ix) The contractor having the latest technology machinery will be given preference.

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- x) The firm should have labour license issued by the competent authority of State/Central government. Copy of the same should be enclosed.
- xi) The firm should be ESI/Provident fund payee and necessary papers should be submitted supporting the claim.
- xii) PAN number along with photocopy should be enclosed.
- xiii) The Tenderer must give all the required documents as per tender form. Eligibility of the firm must be attached along with the tender documents.

Note:-Contractor if not submitting the requisite information as above may note that his/their offer is liable to be ignored/reject. Tender papers are not transferable.

4. FILLING AND SUBMISSION OF TENDER:

- 4.1** Interested contractors may apply for the tender as a sole contractor or in Joint Venture Partnership herein after referred as 'Group'. The number of Joint Venture Partners shall be restricted to maximum four. International applicants must have an Indian partner who has experience in appropriate disciplines of the contract. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. No individual firm will be a member of more than one group. All the members of the Joint Venture will be jointly and severally liable for the Performance of whole contract.
- 4.2** A Tenderer may be an individual person, private entity, government-owned entity or any combination of them with a formal intent, in the form of a MOU, to enter in to an agreement or under an existing agreement in the form of a Joint Venture (JV).
- The Tenderer must ensure the following:
- (i) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the Bid to commit the Tenderer.
 - (ii) In case of Joint Venture:
 - a) The JV shall not have more than four partners.
 - b) Submit MOU or Joint Venture Agreement.
 - c) The JV shall nominate a Representative through Power of Attorney, who shall have the authority to conduct all business for and on behalf of and all the Parties of the JV during the bidding process and, in the event of JV is awarded the contract, during contract execution. Submit Power of Attorney by individual partners to lead Partner.
- 4.3** The Tenderer shall clearly specify whether the tender is submitted on his own or behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership Concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents.

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The Railway will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made once tender is submitted. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- 4.4** The Tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.
- 4.5** The railway will not be bound by any power of attorney granted by the Tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.
- 4.6** The Tenderer whether sole Proprietor, a Limited Company or Partnership concern, if they want to act through an agent or individual partner, should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender.
- 4.7** If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as null and void/non-existing. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender the Railway shall deem such tender as null and void/non-existing, unless the firm retains its character.
- 4.8** If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.
- 4.9** The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.
- 4.10** Should a Tenderer be a retired Official of the gazetted rank or any other staff working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any Railway Department or any of the Railways owned and administered by the President of India for the time being, or

should a Tenderer being partnership firm have as one of its partners a retired officer or a retired staff as aforesaid, or should a Tenderer being an incorporated company have any retired officer as one of its directors, or should a Tenderer has in his employment any retired officer or retired gazetted officer from the said service and in cases where such staff or officer had not retired from Government service at least two years prior to the date of submission of the tender as to whether permission for taking such contract, or, if the Contractor be a partnership firm or an incorporated company, to become a partner or Director.

As the case may be or to make employment under the Contractor, has been obtained by the Tenderer or the staff or the officers as the case may be from the President of India or any officer duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired staff or retired gazetted officer is so associated with the Tenderer, as the case may be, shall be rejected.

- 4.11** Should a Tenderer or Contractor have a relative employed in gazetted capacity in any Departments of any Indian Railways, or in the case of partnership firm or JV Group, or company incorporated under the Indian Company Law should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the any Department of the any Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of Clause 62 of the General Conditions of Contract.
- 4.12** Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locations of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Tender Forms are adequate and all inclusive to accord with the provisions in Clause 37 of the General Conditions of Contract for the completion of the works to the entire satisfaction of the officer concerned.
- 4.13** Tenderer must furnish all details as per Annexure given in the Tender form while submitting their offer.
- 4.14** The date of opening of tender shall be considered as cut-off date for contractual Payment receipts and completion of single similar work for the purpose of Essential Qualifying Criteria.
- 4.15** Tenderer shall keep the offer open for consideration for a minimum of 90 Days from the date of opening of tender
- 4.16** There shall be no variation in rates quoted both in words and figures. In such an eventuality, the rates quoted in figures will be considered for evaluation of the offer.

5. EARNEST MONEY DEPOSITE:-

1. The Tenderer shall be required to deposit earnest money with the tender (Packet-A) for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The total amount of earnest money will be **Rs.34,657/-** as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs. 10.
2. The earnest money shall be in any of the following forms: -
 - a) In cash to be deposited with Divl. Cashier (Cash), Central Railway, Pune. (Money receipt in original to be enclosed with the tender).
 - b) Deposit Receipts, Pay Order and Demand Draft in favour of Sr. Divisional Finance Manager, Central Railway, Pune. These forms of earnest money could be either of the State Bank of India or any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.
 - c) Deposit receipts executed by the Scheduled Banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.
 - d) The earnest money shall remain deposited with the “Railways” for a period of at least 120 days from the date of the opening of the tender. If the validity of the offer is extended the earnest money duly extended shall also be furnished failing which the offer, after the expiry of the aforesaid period shall not be considered by the Railways”.
 - e) No interest shall be payable by the “Railways” on earnest money.
 - f) The earnest money deposited is liable to be forfeited if the Tenderer withdraws or amends impairs or derogates from the tender, any condition in any respect within the period of validity of his offer.
 - g) The earnest money of the successful Tenderer may be retained as initial security deposit.
 - h) If the successful tender fails to furnish the security deposit as required and fails to execute formal agreement within 15 days of receipt of acceptance letter, then the earnest money shall be liable to be forfeited by the “Railways”.
 - i) Any tender not accompanied by the earnest money in one of the approved forms as above shall not be considered and summarily rejected.

6. MANDATORY ENCLOSURES:

- (a) Memorandum of Articles of Association/Partnership Deed in case of Company/ Partnership Firm.
- (b) Contact Address with telephone Nos.
- (c) Tender in the prescribed format obtained from the office or down loaded from the Central Railway website duly signing on each page of Tender Conditions and any alterations in the down loaded form will not be accepted. Tenderers down loading from website shall ensure that they have down loaded all the pages. Cost of Tender Form should also to be enclosed in the form of DD/MR.

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- (d) Demand Draft/Money Receipt for the Earnest Money Deposit as mentioned above should be enclosed along with Packet.
- (e) The Tenderer should give the details of the Machinery /Equipment available at his disposal for execution of work as per the enclosed proforma.
- (f) Details of Machinery , tools & plants .
- (g) Experience in the similar field. Full details of the works completed, turnover details for the last three years duly certified by Chartered Accountant should be submitted.
- (h) Details of the Cleaning Agents that will be used for the contract.
- (i) Documentary evidence of existing Business/Standing of the company.
- (j) Details of Financial Credentials with documentary evidence.
- (k) Details of Manpower employed.
- (l) Any other information desired to be submitted by the Tenderer.

NOTE: All credentials should be authenticated with sufficient documentary proof and submitted along with the Tender Form.

7. EFFECT AND VALIDITY OF OFFER:

- 7.1.** The offer shall be kept valid for a minimum period of 120 calendar days from the date of opening of tender, within which the Tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the Tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture at the sole discretion of Chief Medical Superintendent Central Rly. Hospital, Pune -411001, and in that case the Tenderer shall have no further claim on the amount deposited by him as earnest money.
- 7.2** The submission of any offer connected with the specifications and documents shall constitute an Agreement that the Tenderer shall have no cause of action or claim against the “Railways” for rejection of his offer. The “Railways” shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the “Railways”.
- 7.3** Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the Tenderer. If necessary, the “Railways” will obtain clarification on the offers by requesting for such information from any or all the Tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.

8. SECURITY DEPOSIT:

The earnest money deposited by the successful Tenderer/Contractor shall be retained towards security deposit for the due fulfillment of the contract in terms of **Clause 16 of the Central Railway**, General Conditions of Contract but shall be forfeited if the successful Tenderer/Contractor fails to execute the agreement within 7 days of an intimation in this regard or to start the work within 15 days from the receipt of the order.

The security Deposit/rate of recovery/mode of recovery shall be as under:

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- (a) Security Deposit for each work shall be 5% of the contract value.
- (b) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security Deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, than a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

9. PERFORMANCE GUARANTEE:

- (a) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- (b) The Performance Guarantee shall be furnished by the successful Tenderer before signing of formal agreement, should normally signed within 15 (fifteen) days of the issue of LOA.
- (c) Performance Guarantee will be valid up to the stipulated date of completion plus 60 days.
- (d) Each time while time extension is granted, the concerned authority will grant such time extension only based on application of the contractor along with extended Performance Bank Guarantee.
- (e) Railway is entitled to terminate the contract on failure of contractor to submit performance guarantee certificate. Termination shall be with forfeiture of Earnest Money Deposited and the contractor shall not be entitled to participate in same tender when refloated.
- (f) Performance Guarantee shall be released after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The procedure for releasing should be same as for Security Deposit.
- (g) Wherever the contractors are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done separately.
The balance work shall be got done independently without risk and cost of the original contractor.
- (h) The original contractor shall be debarred from participating in the tender for executing the balance work. If the allied contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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- (i) There shall not be any claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: -
- i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the full amount of the PG may be claimed.
 - ii Failure by the contractor to pay the President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Railway.
 - iii. The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Note:- No interest will be paid on the said security in terms of Clause 16. (3) of General Conditions of Contract embodied in Central Railway Schedule of Rates referred to above.

- (j) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- (k) The Performance Guarantee shall be furnished by the successful Tenderer before signing of formal agreement, should normally signed within 15 (fifteen) days of the issue of LOA.
- (l) Performance Guarantee will be valid up to the stipulated date of completion plus 90 days.
- (m) Each time while time extension is granted, the concerned authority will grant such time extension only based on application of the contractor along with extended Performance Bank Guarantee.

10. INDEMNIFYING THE RAILWAY ADMINISTRATION:

- The Railway Administration shall not be responsible for any transactions in any manner between contractor and any third party and is not liable for consequential damages or compensation or binding to any conditions whatsoever. The contractor shall be responsible to indemnify the Railway Administration in case of any damages claimed for any injury or whatsoever sustained by any third party or Railway personnel of any act of omission or commission by the contractor or his agents found liable to compensate by any authority or court of law. The amount due on such claims or as per Agreement Clause may be lawfully recovered from his Bills/Security Deposit.
- The contractor shall indemnify Railway Administration against any claims, damages, Loss or penalty including costs thereof in case of liability arising out of any accident/incident or loss of life involving manpower deployed by the contractor.

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- The contractor shall indemnify Railway Administration against any claims, damages, loss or penalty including costs thereof arising out of any breach or violation of any of the provisions of various acts enacted by the Central/State Governments, such as payment of Wages Act, Workmen's Compensation Act, Hours of Employment Regulation Act, Employment of Children Acts etc., as applicable from time to time governing the employees employed by the Contractor.
- The contractor shall at all times indemnify the "Railways" against all claims which may be made in respect of the said work for infringement of any right or Law or Act.

11. OTHER CONDITIONS:

- a) The contractor shall not interfere with the communication or any other installations of the Railway Administration without prior written consent of the Railway Administration.
- b) The contract is also governed by the General Conditions of the contract of the Railways. The contractor should abide by rules and regulations of the general conditions.
- c) In case of failure on the part of the contract in maintaining any or all aspects of the contract at station/stations or, if Railway Administration is not satisfied about the cleaning or maintenance of any aspects, the Railway administration can assign the job to other party at the risk and cost of the contractor.
- d) The Railway Administration shall not be responsible for any loss/damages to any financial agencies, commercials out fits consequent on the termination of the contractor for whatsoever reasons.
- e) The contractor shall not assign, sublet or transfer the contract in full or in part. If it is found that the contractor has sublet either in full or in part, the Railway Administration will terminate the contract with a notice period of 30 days, duly forfeiting the security deposit and confiscating other material of the contractor, if any. However technical consultancy can be taken with the prior approval of Railway Administration.
- f) The contractor shall be liable to pay a fine up to a maximum amount of Rs.1000/- (Rupees One thousand only) in addition to the loss at the discretion of the Railway Administration on each occasion of misconduct or breach of provisions of this agreement on the part of the contractor or any of his/her agents, servants, workmen to observe or perform any of the terms and conditions of the agreement.
- g) The contractor shall not be entitled to any claim against the Railway administration for any damages, loss etc., that the contractor may sustain on account of fire or any other causes whatsoever.

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- h)** In the event of the death of the contractor during the contract period, the legal heirs of the deceased namely viz., wife, son, daughter, widow dependent, daughter-in-law may be allowed to continue the un-expired portion of the contract purely at the discretion and permission of the Railway Administration on production of legal heir certificate subject to fulfilling the terms and conditions stipulated in the agreement.
- i) CORRUPT GIFT AND PAYMENT OF COMMISSION:** Any bribe, commission, gift or advantage given, premises offered by or on behalf of the contractor, his agents or servants or any one on his/their behalf to any employee, representative of the Railways or any persons on his behalf in relation to the execution of this or any other contract, the Railways shall in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the Railways and also to payment of any loss resulting from any such cancellations and the Railways shall be entitled to deduct the amount so payable from any money otherwise due to the contractor under this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by the railways in such manner as may be deemed fit and sufficient and Railways' decision shall be final and conclusive on the matter.

The submission of a Tender by a Tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein and the Central Railway schedule of Rates (Revised Edition) 1992 Vol-1 and general condition of Contract & Standard Specification'2001 Volume-2 including correction slips thereto up to the date of opening of Tenders.

12. PROVISION OF STAFF:

The Contractor shall place and keep on the works at all times, adequate/sufficient staff requires as Total- Minimum 16 Nos (excluding LR, RG, Absent, Sick etc.) + 1 (one) qualified site supervisor for all the time& he should also available on call, for a day of efficient and competent laborers to be deployed in all three shift. Contractor is bound to increase the Number of Labours on demand by the Rly. Administration as & when required.

- 1) First shift (06 Hrs to 14.00 Hrs) –10Nos.
- 2) Second shift (14.00 to 22.00 Hrs) - 04 Nos
- 3) Third shift (22.00 Hrs to 06.00 Hrs) – 02 Nos

Supervisor to give the necessary direction to Contractor's workmen and to see that they execute their work in sound and proper manner and shall employ only such Laborers in or about the execution of any of these works as are careful and skilled in trades. The Contractor shall at once remove from the works any agent, permitted sub Contractor, supervisor, workman or Labours who shall be objected to by the Railway for bonafide reasons and if and whenever required by Railway, the contractor shall submit a correct return showing the names of all staff and workmen employed by him.

In the event of Railway or its representative being of the opinion that the Contractor is not employing on the works required number of staff as is necessary for the proper

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execution of service within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect provide requisite number of staff and Labour specified by Railway or its authorized representative within 7 days of being so required and failure on the part of Contractor to comply with such instructions will entitle the Railway to rescind the contract.

13. REGULATION FOR THE STAFF:-

- a) The employee should be physically/medically fit for the specified jobs.
- b) The employee should be well mannered and courteous. They shall, while on duty wear proper uniform, which should be clean and should have their photo identity card Pined/hanged round the neck.
- c) The employee so deployed must be insured against all risks.
- d) The contractor shall not engage any person below 18 years of age and above 45 years.
- e) The Contractor shall be the employer for his personnel and Railway Administration will not be held partially or fully responsible for any dispute that may arise between the contractor and the employees.
- f) The contractor has to note that the services of the labour will be purely on contract basis and will not involve regulations of service of sanitary workers deployed for the said service at any time (or) otherwise.
- g) The Contractor shall comply with the provision of contract labour (Regulation and Abolition Act, 1970) employment of Child Labour Act, Minimum Wages Act and Workmen's Compensation Act and other Labour Laws as modified from time to time and Should Indemnify the Railway from and against any claims made under the aforesaid acts.
- h) The Tenderer should follow all the rules as per the Labour Act.
- i) It is the personal responsibility of the Tenderer to make statutory payments like ESI, EPF, contribution, staff welfare fund etc., to the concerned authorities.
- j) Contractor shall be solely responsible for the risk of his employees in case of accidents and any other untoward incident during the course of the work.
- k) Contractor should provide all safety measures /protective gears to the labours engaged by him for the said work (Safety fluorescent jacket, hand gloves, mask, gum boots,etc.
- l) The contractor will not change the cleaning labours and supervisors on day-to-day basis. Railway reserves the right to refuse work by a particular employee if he/she is found not fit to carry out the duties satisfactorily. If any labour of contractor disobeys the order of Rly official or misbehavior with inspecting official, contractor is bound to remove that particular labour from the duties unless Rly official permit him/her again to take for duties.

14.RATE:

The prices are to be quoted by the Tenderer in the offer as a total cost basis unless otherwise specified. The rates quoted must be inclusive of the following:

- a) Cost of total Manpower required for the work, Cost of Mechanized equipment required , Cost of maintenance, Cost of Consumables required and other Housekeeping items, Cost of Supervision and Training & cost of electricity.
- b) All taxes and levies etc. like sales tax, excise duty, works contract tax, service tax, conservancy services etc. as applicable and insurance including third party liability etc.
- c) Cost of all auxiliary equipment, consumables for completing the job.
- d) Cost of maintenance of these mechanized systems.

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- e) Technical Service charges for Passenger Awareness Program.
- F) Cost of Passenger Feed back Mechanism.
- g) Any other cost direct or hidden not mentioned above.

14.1 RATES FOR ITEMS OF WORKS:

The rates entered in the accepted Schedule of Rates of the Contract are for the work of Mechanized Cleaning of Pune Railway station premises as a whole unless specified otherwise of contract intended to provide for works duly and properly completed in accordance with the contract and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and Labour supply including full freight of materials, stores, and all types of machinery and equipment and all apparatus and plant required on the works except such tools plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway the erection maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or control of trespass all barriers and arrangements for the safety of the public or of employee during the execution of works all sanitary and medical arrangements for Labour camps as may be prescribed by the Railway the setting of all work and of the construction repair and upkeep of all center lines bench marks and level pegs thereon site clearance all fees duties royalties rent and compensation to owners for surface damage of taxes and impositions payable to local authorities in respect of land structures and all material supplied for the work or other duties of expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

14.2 RATES FOR EXTRA ITEMS OF WORKS:

- (a) Any item of work carried out by the Contractor on the instructions of the Railway or his representative which is not included in the accepted schedules of rates shall be executed at the rates agreed upon between the Railway and the Contractor, before the execution of such items of work and the Contractors shall be bound to notify the Railway at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Railway and Contractor; in as short a period as possible after the need for the special item has come to the notice.
- (b) In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived, at the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.
- (c) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly heretofore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the

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rates as aforesaid according to the rates as shall be fixed by the Railway. However, if the Contractor is not satisfied with the decision of the Railway in this respect he may appeal to the Chief Medical Director within 30 days of getting the decision of the Railway, supported by analysis of the rates claimed. The Chief Medical Director's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

15.PAYMENT TERMS:

The standard payment terms subject to recoveries as mentioned in the agreement or of any amount under the liquidated damages clause of contract will be as under:

- a)** On account payment will be made to the firm/contractor on monthly basis based on the daily monitoring checklist. Monthly Bills duly certified in four copies, and Measurement Book, must be submitted in the office of CMS/Pune for verification and certification for payment and submission to Sr. DFM for checking and arranging payment **through ECS in his bank account** in favour of the contractor.
- b)** Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty and fine as specified in work evaluation and penalty clause or any other contract in respect of which the President of India is the contracting authority.

15.1 ON ACCOUNT PAYMENT:

- (a)** To be governed by special conditions of contract.
- (b)** Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paisa shall be omitted and sums of 50 paisa or more up to Re.1/- will be reckoned as Re.1/-.
- (c)** On Account Payments not prejudicial to final settlement: - "On Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the (Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts not of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- (d)** Manner of Payment: - Unless otherwise specified payments to the Contractor, will be made by cheque, (but no cheque will be issued for and amount less than Rs.100).

15.2 FINAL PAYMENT:

- a) Final Payment:** On the CMS Pune certificate of completion in respect of the works adjustment shall be made and the balance of account based on the Railway or the Railway's representative's certified measurements of the total quantity of work executed by Contractor up to the date of completion and on the accepted schedule or rates shall be paid to the Contractor subject always to any deduction which may be made under

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these conditions and further subject to the Contractor having delivered to the Railway either a full account in details of all claims he may have on the Railway in respect of the works or having delivered "No Claim" Certificate and the Railway having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since, their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by form or in consequence of the works, have been satisfied agreeably and in conformity with the Contract.

Post Payment Audit It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc. and to make a claim on the Contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

- b) Payment of Security Deposit:-** The total security deposit shall become due and shall be paid to the Contractor after the expiration of the period of contract, specified in the Tender reckoned from the date on which the CMS Pune shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract or any other earlier date subsequent to the completion of the whole of such work that may be fixed by the Railway in this behalf, provided that all the stipulations of the clause have been fulfilled by the Contractor and all claims and demands made against the Railway for and in respect of damage or loss by from or in consequence of the works have been finally satisfied.
- c) Production of vouchers etc. by the Contractor:** - For a contract of more than one crore rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Railway any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Railway on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove the railway that materials supplied by him, are in accordance with the specifications laid down in the contract.
- d)** If any portion of the work in a contract of value more than one crore of rupees be carried out by a Sub-Contractor or any subsidiary or allied firm or company, the Railway shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- e)** The obligations imposed by sub-clause (a) and (b) above are without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

16.ASSIGNMENT OR SUBLETTING OF CONTRACT:

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under clause of 62 of GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and Railway and shall not relieve the contractor of any responsibility under the contract.

17. ALTERATIONS:

The "Railways" may require such alteration to be made on the work, during its progress, as deemed necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alterations shall not be carried out until accepted by the "Railway(s)". Should the contractor proceed and execute such alteration without obtaining the consent in writing of the "Railways" to an amended price, he shall be deemed to have agreed to execute the contract at a price as may be considered reasonable by the Railways or without any extra price if considered reasonable by the Railways.

18. VARIATION-

Quantities of item/items shown in the schedule are approximate & are for guidance of the contractors. The quantities may vary to the extent of 25% on either side i.e. increase/decrease during the execution of work according to actual need of Railway and the

contractor is bound to carry out these additional quantities at the same rate. The contractor is not entitled for any claim on this account. For any exceeds over 25% of quantities shown in the schedule Railway reserve the right either to execute the excess quantity over 25% through the same agency after negotiating the rate or through any other agency. This is subject to the provision made as stated below. For reduction in quantity of individual item the extent of variation will be determined with reference to the overall value of the contract after taking into account all variation & not for individual items.

1) Finance concurrence will be required in each case of introduction of new items irrespective of the value of items except as provided in para 2 below.

2) However, in terms of Board's letter Dt. 31.8.2007 new NS item if introduced due to unavoidable and inescapable reason may be introduced without finance concurrence up to a maximum ceiling limit of Rs.5 lakh in a contract or 10% of original value of contract whichever is less. In such a case such power shall be exercised by SG/JAG officer up to a value of Rs.50, 000/- in a contract and by SAG level officer upto a value of Rs. 5 lakh in a contract.

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A) For fresh contracts these rules will apply in terms of Board's letter Dt. 28.9.2007

i) Individual NS items in contracts shall be operated with Variation of plus or minus (upto 25%) and payment would be made as per the agreement rate. For this no finance concurrence would be required.

ii) In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity (more than 25% of agreement quantity). No finance concurrence is required. However TC at appropriate level may be convened and duly accepted by accepting authority.

iii) The limit of varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% the total original agreement value. No finance concurrence required in this case.

iv) No such quantity variation limit shall apply for foundation items.

v) As for as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). No finance concurrence is required. However TC at appropriate level may be convened and duly accepted by accepting authority.

vi) For the tenders accepted at the Zonal Railways level, the variation in the quantities will be approved by the authority in whose powers the revised value of the agreement lies.

vii) For the tender accepted by General Manager, variations up to 125% of the original agreement value (even if the revised agreement value is beyond GMs competence to accept tenders) may be accepted by General Manager.

viii) For tenders accepted by Board Members and Rly Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.

ix) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided.

B) For existing contracts awarded before Sudhir Chandra Committee Report i.e. before 17/10/2002 will be dealt as under. :-

i) For variation in quantities finance concurrence will be required if variation is in excess of 25% of the total value and individual items in a contract.

ii) Total implication of variation in quantities and variation of items in a contract will be limited to 25% of the total value of the original contract. In case it is exceeding, personal

approval of G.M. or higher authority which approved the original contract and in whose competence the enhanced value lies, will be obtained except in the case the work is proposed to be awarded by inviting fresh tender for extra quantity, necessary sanction as per acceptance power of tender will be required.

- iii)** In case where decrease in involved up to 25% or above 25% of the accepted cost;
 - a)** The contracting authority can decrease the item upto 25% of individual item without finance concurrence
 - b)** For decrease in items beyond 25% of individual item or 25% of contract agreement, the contracting authority can do so after obtaining “No claim certificate” from the contractor and with finance concurrence giving detailed reason for such decrease in the quantities.
 - c)** It should be certified that the work proposed to be reduced will not be required in the same work.
 - d)** It should be ensured that due to decreased quantities, tender is not vitiated.

C) For contracts after 17.10.2002 – pursuant to Sudhir Chandra Committee Report circulated by Rly Board’s letter No. 94/CE-1/CT/5 dated 17.10.2002 is to be adopted. The procedure is as follows :

1) For controlling payment in case the agreement value goes beyond +25% regulatory mechanisms, as part of the contract itself should be built in. For the first 15% increase in value beyond 25% of agreemental value, the rates will have a reduction of 2% in the incremental value of the agreement and for next 10% increase in the value, rates will have an additional reduction of 2% in the further incremental value of the agreement. No finance concurrence is required. However executive should ensure that variation statement is prepared duly certified, as follows before sending the bills to Accounts.

- (i)** There is no vitiation in the tender.
- (ii)** The total of contract does not go beyond the competence of the authority that originally approved the contract (in case it exceeds, approval of next higher authority should be taken)
- (iii)** No claim certificate has been obtained from the contractor.
- (iv)** No unintended benefit is derived by the contractor due to variation.
- (v)** There is no Variation in items which were barred by the TC. The variation statement should be sanctioned at appropriate level.

2) Execution of quantities beyond +50% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tender or by negotiating fresh rates with existing contractors as per procedure laid down by Rly board in their letter No. 94/CE/CT-1/37 dated 05/5/95 which is given in brief as under; and with finance concurrence.

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1. In case work is proposed to be awarded to the existing contractor after negotiating with him;

i) If original contract was approved by GM or within his competence. GM provided the enhanced value of the contract lies lower authority.

ii) In other case i.e. if original contract was approved by Rly Board or enhanced value of the contract is not within GMs competence. Rly Board

2. In case the work is proposed to be awarded to an agency by inviting fresh tender for extra quantity, necessary sanction will be accorded as per normal delegation prevailing on the Rly for the extra quantity only.

3) Case up to (-)25% can be accepted by the contracting authority without finance concurrence. For variation in value beyond (-) 25% of the agreemental value, the instruction for holding discussion with the contractor will be dispensed with. Variation beyond (-) 25% will be accepted by the contracting authority.

4) To decide whether the agreemental value will go beyond 50%, as and when 75% of the agreemental has been executed, the contract should be subjected to detailed review and administered decision by an appropriate authority (agreement signing authority) should be recorded in writing and quantities monitored carefully and from this stage onwards, execution of further quantities will have to be monitored at least at the level of JAG officers.

19. Price Variation Clause:
(Applicable for Advertised tender value exceeding Rs.50 lakhs)

The amount payable on account of Price variation shall be settled every quarter as per the following method:-

(i) The amount paid during a quarter shall be divided as under: -

- 55% Labour
- 30% Material
- 15% Fixed Component

(ii) No price variation shall be payable on the fixed component.

(iii) For calculation of PV on account of Labour, the Consumer Price Index Numbers for industrial workers (Base 1982 = 100) published as Sh.36 in RBI Bulletins shall be used. The base shall be taken as the index no. (All India Average) as on date of opening of tender. For a particular quarter, the average index for that quarter shall be worked out and variation with reference to the base index no. shall be taken into account for calculation purpose.

(iv). For material portion, Statement 40 of RBI Bulletin (All India Average) shall be used. The calculation of Price Variation payable illustrated as under.

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Illustration:-

Amount paid in the first quarter = Rs 10,00,000/- (say)

Price Index for Labour as on

date of opening (Lo) = 450

Price Index for material

as on date of opening (Mo) = 160

Avg. Price Index for Labour

During 1st quarter (L1) = $\frac{452 + 456 + 455}{3} = 454.3$

where 452,456 and 455 are the indices for the three months in the quarter under consideration.

Avg. Price index for material during 1st quarter (M1) = $\frac{165 + 164 + 168}{3} = 165.7$

Where 165,164 and 168 are the indices for the three months in the quarter under consideration.

Bifurcation of amount paid is as under: -

Labour (W) Rs. 5,50,000/-

Material (M) Rs. 3,00,000/-

Fixed Rs. 1,50,000/-

PV for Labour = $\frac{(L1 - Lo)}{Lo} \times W$

i.e $\frac{(454.3 - 450)}{450} \times 5,50,000 = \text{Rs } 5255/-$

PV for material = $\frac{(M1 - Mo)}{Mo} \times M$

i.e $\frac{(165.7 - 160)}{160} \times 3,00,000 = \text{Rs } 10,687/-$

No price variation will be payable on Rs 1,50,000/-.

(v) Price Variation Clause will not apply if the price variation is up to 5% and that reimbursement/recovery due to variation in prices will continue to be made only for the amount in excess of 5% of the amount payable to the contractor. No reimbursement /recovery due to price variation up to 5% shall be made.

(vi). The contract will be valid for a period of 3 years with a provision for annual price variation as explained in Price Variation clause.

(vii) The index number for the base period will be the index number as obtained for the month of opening of the tender or the month in which final negotiations are held. **The quarter will commence from the month of opening of the tender or month in which negotiations are held, if any.**

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20.COMMENCEMENT OF WORK & LIQUIDATED DAMAGES:

(a) Successful bidder shall start the preparatory work like provision of fixed installations etc, within 7 days of receipt of “Letter Of Acceptance” so as to start the cleaning work within 15 days of receipt of “Letter Of Acceptance”. The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. Non-execution of any portion of job in any shift will attract penalty as per Clause 17 (b) of GCC and termination. The BG shall be encashed after serving of 48 hrs. terminating notice to the defaulting contractor without any further notice. The balance work shall be done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for execution to the balance works including his partner and JV or partnership firm.

(b) For the purpose of the above clause the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

(i) For contract value up to Rs.2 lakhs - 10% of the total value of the contract.

(ii) For contracts valued above Rs. 2 lakhs - 10% of the first Rs. 2 lakhs and the 5% of the Balance. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor’s security deposit and rescind the contract under clause 62 of GCC, whether or not actual damage is caused by such default.

21.DEFAULT AND RISK CONTRACT:

a. Should the contractor fail to execute the contract by the time or times agreed upon as aforesaid or should the contractor in any manner otherwise fail to perform the contract or make or enter into any arrangement or composition with its creditor or suspend payment or enter into liquidation either compulsory or voluntary, the Railways shall have power to declare the contract at the end at risk and cost of the contractor. In such a case the contractor shall be liable for any liquidated damages for delay as provided above and for any expenses, losses or damages which the railways may be put to incur or sustain by reason of or in connection with the contractor’s default.

b. In the event of “Risk Contract “being made against this contract the contractor shall be liable to pay to the Railways extra expenditure incurred i.e. in getting the contract executed by an alternative party including the difference between the rate of the defaulting contractor and that at which the risk contract is concluded provided it is done within 01 year from the date of breach of the contract.

c. The cancellation of the contract may be either for whole or part of the contract at Railway’s option. In the event of the Railways terminating the contract in whole or in part

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they may procure upon such terms and in such manner as they deem appropriate, supplies/services/work similar to those so terminated and if risk contract is not rendered possible for any reason in which even the contractor shall be liable to the Railways for any excess cost for such similar supplies/services/work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

22. POSTPONEMENT:

The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the over all interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of Tenderer(s)/Contractor(s).

23. INSPECTION & REJECTION OF EQUIPMENTS AND MACHINES

- a) Inspection shall be carried out by any Railway Officers. The cost of inspection will be on Railway's account subject to other provisions herein contained.
- b) The inspecting officer shall have the following powers:
 - I. Before any equipment or part thereof during or after manufacturing are submitted for inspection to certify that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - II. To reject the equipment or part thereof submitted as not being in accordance with the requirement of the tender document.
 - III. To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit he is satisfied that the same is unsatisfactory.
 - IV. To mark the rejected equipment with a rejection mark so that they may be easily identified if re-submitted.
 - V. The inspecting officer's decision as regards the rejection shall be final and binding on the contractor.
 - VI. Measure of quality of cleanliness shall mean almost near / akin to original / new shade or colour or shining.
- c) The contractor shall utilize modern state of the art equipments requiring lowest possible load.
- d) Mechanized equipment shall not cause damage to objects or the premises on which these machines operate. If in the opinion of Railway the machine is causing damage to Railway assets, equipment should be promptly withdrawn and replaced with proper equipment and machinery.

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All the Mechanized systems for scrubbing, sweeping & water jet cleaning and wet vacuuming, tools, tackles & implements / accessories shall have to be owned by contractor. The Contractor shall be responsible for round the clock availability, serviceability and maintenance of these Mechanized systems. These Mechanized systems should be dedicated to this contract and cannot be taken out for any other job.

24.EXECUTION OF WORKS:

Contractor understands: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress.

Accepted program of work: - The Contractor should follow the programme as given in Special condition of contract. He shall submit the details of organization (in terms of Labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended, as necessary by discussions with the Railway or his representative, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this program of work. The progress of work will be watched accordingly the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program.

(a) Compliance to Railways' Instructions: - The Railway or his representative shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Railway or his representative from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

(b) Alterations to be authorized: - No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Chief Medical Director, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Chief Medical Director.

(c) Extra Works: - Such works over and above those included in the contract require to be executed at the site; the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway

25. INSTRUCTIONS OF RAILWAY'S REPRESENTATIVE:

Any instructions or approval given by the Railway's' representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Railway provided always as follows:

(a) Failure of the Railway's representative to disapprove any work or materials shall not prejudice the power of Railway thereafter to disapprove such work or material and to order the removal or rectification thereof.

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(b) If the Contractor shall be dissatisfied by reason of any decision of the railway's representative, he shall be entitled to refer the matter to the railway who shall there upon confirm every such decision.

26. DAMAGE TO RAILWAY PROPERTY OR PRIVATE LIFE AND PROPERTY:

The Contractor shall be responsible for all risk to the work and for trespass and shall made good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others on account of any negligence of contractor in connection with the works until they are taken over by the Railway and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments therefore to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted Consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, Defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

Sheds, Stores Houses And Yards: - The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as is requisite for carrying on the work and the Contractor shall keep at each such sheds, store houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Railway and the Railway's representative shall have access to the said sheds, store houses and yards after reasonable notice for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Railway may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable equipment necessary for the execution of the works. However CMS/Pune or S.M.Pune station may provide one room or shed to the contractor free of charge for keeping his equipment and consumables.

DAMAGE FROM ACCIDENTS OR FLOODS OR TIDES:

The Contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damages to any structure, plant or material of every description

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belonging to the Railway Administration, lost or damaged by any cause during the course of Contractor's work, if Contractor's workers or his equipment causes it. The Railway Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause.

27. INSPECTION REGISTERS AND RECORDS:

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Railway or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Railway's representative. The Contractor's representative will maintain the following registers at site.

Checklist Register – The Contractor shall promptly observe the schedule of work & orders given therein by Railway or his representative and shall make all efforts to comply with them. The Contractor shall report to the Railway the compliance so that it can be checked.

Labour Register - This register will be maintained to show daily strength of Labour in different categories employed by the Contractors specified as shift wise and on duty Health Inspector will be monitor to this. If any shortcoming in labours deployment, the current minimum wages of labours will be deducted from his bill at the rate of as applicable minimum wages for deficient labours & supervisor for that days .

Log Book of events – All events are required to be chronologically logged in this book date & shift wise. The contractor is expected to remove his equipment and Labour from the area under inspection so that Railway/ Railway's representative can carry out inspection.

28. SUSPENSION OF WORKS:

a) The Contractor shall on the order of the Railway suspend the progress of the works or any part thereof for such time or times and in such manner as the Railway may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Railway, if such suspension is:-

- i.** Provided for in the contract, or
- ii.** Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- iii.** Necessary for the safety of the work, or any part thereof.

- a)** In the event of the work being suspended for reasons other than these mentioned above, payment shall be made to the contractor for such period of suspension after deducting the cost of consumables as admissible.

29. HANDING OVER OF WORKS:

(a) The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respect to the satisfaction of the Railway. The Railway shall determine the date and time on which the work is considered to have been completed, in

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support of which his certificate shall be regarded as sufficient evidence for all purposes. The Railway or his representative may determine from time to time, the progress of the work of the work and the Contractor shall be bound to observe any such determination of the Railway.

(b) Clearance of site on completion: On completion of the works, the Contractor shall clear away and remove from the site all equipment plant, material, rubbish and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Railway. No final payment in settlement of the accounts for the work shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by him, and such clearance shall be made by the Railway at the expense of the Contractor in the event of Contractor's failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Railway to have the site cleared at the expense of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Railway.

30.CLAIMS:

(a) Monthly Statement of claims: The Contractor shall prepare and furnish to the Railway once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Railway which he has executed during the preceding month and no claim for payment for and such additional work will be considered which has not been included in such particulars.

(b) Signing of "No claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim" Certificate in favour of the Railway, in such form as shall be required by the Railway after the works are finally measured up and paid for by the Railways. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to Arbitration in respect thereof.

WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole the Railway shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or

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sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be whether in his individual capacity or otherwise.

LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by Arbitration, if the other contract is governed by Arbitration clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

31. MEASUREMENT OF WORKS:

The Contractor shall be paid for the works and at the rates in the accepted schedule of rates on the measurements taken by the CHI/HI Miraj Station & Contractor's representative on shift basis in accordance with the rules prescribed for the purpose by the Railway. The quantities of items the unit of which in the accepted schedule of rate is 100 & 1000 shall be calculated to the nearest whole number, any fraction, below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rate is single, the quantities shall be calculated to two places of decimals. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of Railway shall be proper having regard to the progress of the works. The date and time on which "on account" or final measurement is to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the CMS/PA or Railway's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurements.

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Failing the Contractor's attendance the work may be measured up in his absence and such measurement shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement book provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below: -

It shall be open to the Contractor to take specific objection to any recorded measurements or classification or any ground within seven days of the date of such measurements. Any re-measurement taken by the Railway or the Railway's representative in the presence of Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall there after be entertained regarding the accuracy and classification of the measurements.

- (a) If an objection raised by the Contractor is found by the Railway to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurement.

32.COMPLETION OF WORKS:

Certificate of Completion Of Works: -

(a) As soon as in the opinion of the Railway the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Railway shall issue a Certificate of Completion in respect of the Works.

(b) Contractor not absolved by completion Certificate: - The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkage or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Railway from materials or workmanship not in accordance with the drawings or specifications or instructions of the Railway, which defects, imperfections, shrinkage or faults shall upon the direction in writing of the Railway be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor the Railway may employ Labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

33.RIGHT OF RAILWAY TO DETERMINE THE CONTRACT:

- (i) The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other clause whatever, in which case the value of approved material at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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- (ii) Payment of determination of contract: Should the contract be determined under sub clause (i) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railway shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Railway. The Railways decision on the necessity and propriety of such expenditure shall be final and conclusive.
- (iii) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

34.DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

(A) If the Contractor should –

- (i) Become bankrupt or insolvent, or
- (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation) or
- (iii) Abandon the contract, or
- (iv) Persistently disregard the instructions of the Railways' representative or contravene any provision of the contract, or
- (v) Fail to adhere to the agreed programme of work by margin of 10 percent of the stipulated period, or
- (vi) Fail to remove materials from the site rejected and condemned under clause 25 & 27 of GCC
- (vii) Fail to take steps to employ competent or additional staff and Labour as required under clause 26 of GCC of the conditions, or
- (viii) Fail to afford the Railway or Railway's representative proper facilities for inspecting of the works or any part thereof as required under clause 28 of GCC, or Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with the Railway.
- (ix) At any time after the Tender relating to the contract has been signed and submitted by the Contractor, being a partnership firm, admit as one of its partner or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired Gazetted officer working before his retirement, where in the executive or administrative capacity or whether holding any pensionable post or not in the Medical Department of any of the Railways for the time being owned and administered by the President of India before

the expiry of two years from the date of retirement from the said service of such Medical Officer unless such Medical Officer has obtained permissions from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the Contractor as the case may be or

(B) Fail to give at the time of submitting the said tender: -

- i.** The correct information as to the date of retirement of such retired officer from the said service or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- ii.** The correct information as to such Engineer or officers obtaining permission to take employment under the Contractor, OR
- iii.** Being a partnership firm, the correct information as to, whether any of his partners was such a retired Engineer or officer, or
- iv.** Being an incorporated company correct information as to whether any of its directors was such a retired Engineer or a retired officer or
- v.** Being such as retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer OR retired officer OR make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm of an incorporated company to be a partner OR director of such firm of company as the case may be or to seek employment under the Contractor. Then and in any of the said cases, the Officer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Railway, the Railway shall be entitled after giving 48 hours notice in writing under the hand of the CMS Pune to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses:
 - a.** To carry out the whole or part of the work from which the Contractor has been removed by the employment of the required Labour and materials the costs of which shall include load lift freight supervision and all incidental charges.
 - b.** To measure up the whole or part of the work from which the Contractor has been removed and to get in completed by another Contractor, the manner and method in which such work is completed shall be in the entire discretion of the Railway whose decision shall be final and in both the cases (a) and (b) mentioned above the Railway shall be entitled:
 - (I) To forfeit the whole or such portion of the security deposit as it may consider fit and
 - (II) To recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the CMS Pune to the Contractor if the works had been carried out by the Contractor under the terms of the

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contract such Certificate being final and binding upon Contractor provided, however, that such recovery shall be made only when the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any money then due or which at any time there after may become due to the contractor by the Railway under this or any other contract or otherwise. Provided always that in any case in which any of the powers conferred upon the Railway by sub clause (1) of clause 62 of GCC hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.

35. RIGHT OF RAILWAY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of rescission of contract owing to default of contractor –

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum of any work there to for actually performed under the contract unless and until the CMS Pune shall have certified performance of such work and the value payable in respect thereof and the contract shall only be entitled to be paid the value so certified.
- (b) The Railway or Railway's representative shall be entitled to take possession of any materials tools implements machinery and buildings on the works or on the property on which these are being bought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Railway shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused or partially used materials any constructional plant and any temporary works upon the site.
- (d) The Railway shall not be liable to pay the Contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damage for delay in completion (if any) and all other expenses incurred by the Railway have been ascertained and the amount thereof certified by the CMS Pune . The Contractor shall then be entitled to receive only such sum or sums (if any) as the CMS Pune may certify would have been due to him on due completion by him after deducting the said amount; but if such amount shall exceed the sum which would have

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been payable to the Contractor, then the Contractor shall upon demand pay to the Railways the amount of such excess and it shall be deemed to debt by the Contractor to the Railway and shall be recoverable accordingly.

36.SETTLEMENT OF DISPUTES:

A. Matters finally determined by the Railway. -All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8,18,22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii) (B) of General Conditions of Contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' and decision of the Railway Authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

B. (i) Demand for Arbitration. – In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of GCC, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

(ii) The demand for arbitration shall specify the matters, which are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

(a) The Arbitration proceedings shall be assumed to have commenced from the day; a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claims stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(iii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(iv) If the contractor(s) do/does not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

C. (1) Obligation during pendency of arbitration. - Work under the contract shall, unless otherwise directed by the CMS Pune, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

(2) (i) In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the General Manager or a gazetted officer of Railway not below the grade of JA grade nominated by the General Manager in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.

(ii) In cases not covered by clause C.(2) (a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA grade, as the arbitrator. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments, of the Railway to the contractor who will be asked to suggest to General Manager up to 2 names out of the panel for appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators.

(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

(iv) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

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- (v) While appointing arbitrator(s) under sub-clause (i), (ii) and (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (3) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based.
- (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.
- (iii) A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- (4) In case of the Tribunal, comprising of three Members, any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (5) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the Railway Administration from time to time.
- (7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

37. ACCOMODATIONS AND RAILWAY PASSES:

No accommodations shall be given to any contractor(s) or staff/supervisors for the purpose of stay. Also, no Railway pass / PTO shall be given to them.

38. WATER AND ELECTRICITY:

Water required for the works will be supplied by Railways free of cost for this purpose. Railway is not responsible for non-supply of water/less supply of water and Railway is not liable to pay towards any loss incurred by the contractor on this account. Electric power supply shall be provided by the Railways free of cost. For electrical fittings if any required by the contractor, the contractor has to bear the cost of installation of the fittings & other if required.

39. WAGES TO LABOUR:

The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages act, 1948 (hereinafter referred to as the "said act") and the Rules made there under in respect of any employee directly or through petty Contractors or sub Contractors employed by him. If in compliance with the terms of the contract, the Contractor supplied any Labour to be used wholly or partly under the direct orders or control of the Railway whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such Labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor. If any money shall as a result of any claim or application made under the said act but directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any money paid by it as aforesaid within seven days after the same shall have been demanded. The Railway shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Railway.

40. PROVISION OF PAYMENT OF WAGES ACT:

The Contractor shall comply with the provisions of the payment of Wages Act 1936 and the rules made there under in respect of all employees directly or through petty Contractor or sub-Contractor under the direct orders and control of the CMS Pune whether in connection with the works to be executed hereunder or otherwise for the purpose of the CMS Pune.

Such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any money which may be ordered to be paid by the CMS Pune shall be deemed to be moneys payable by the CMS Pune on behalf of the Contractor and the CMS Pune may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract The Railway shall be entitled to deduct from any moneys due to Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the CMS Pune upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

41. PROVISION OF CONTRACT LABOUR (REGULATION AND ABOLITION) Act, 1970:

- (i)** The Contractor shall comply with the Provision of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Acts and the Rules.
- (ii)** The Contractor shall obtain valid labour license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

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- (iii) The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall not with-standing the provisions of the contract to the contrary, cause to be paid the wages to Labour indirectly engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if the Labour had been immediately employed by him. In respect of all Labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (iv) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act and the Rules and Railway will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under Section 20 Sub-section (2) and Section 2, Sub-section (4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the Contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub section (1) of Section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

42. REPORTING OF ACCIDENTS TO LABOUR:

The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub Contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Railways' representative at site and shall make every arrangements to render all possible assistance.

43. PROVISION OF WORKMEN COMPENSATION ACT:

In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-Contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2)

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of the said Act, Railway shall be at liberty to recover any sum due by Railway to the Contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

Railway Not to Provide Quarters For Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at market rates by the Railway for the full rent of the building and equipment therein as well as charges for electric current, water supply and conservancy.

a) Labour Camp: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub Contractors and for temporary crèche (Bal-Mandir) where 50 or more women are employed at a time, Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of Labour camps, either free of cost or on such terms and conditions that may be prescribed by the Railway. All campsites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

b) Compliance to rules for employment of Labour: The Contractor (s) shall conform to all laws, bye laws rules and regulations or the time being in force pertaining to the employment of local or imported Labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or sub Contractors on the works.

c) The Contractor shall take requisite precautions and use his best endeavor to prevent any riotous or unlawful Behavior by or amongst his workmen and other employed directly or through the petty contractors and sub Contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by Railway shall be recoverable from the contractor.

d) Sanitary arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway medical authority and permit inspection of all sanitary arrangements at all times by the Engineer, the engineer's representative or the medical staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the Contractor

e) Outbreak of infectious disease: The Contractor shall remove from his camp such Labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the engineer's representative on the advice of the Railway medical authority. Should Cholera, plague or other infectious disease break out, the Contractor shall burn the huts, beddings, cloths and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Railways, failing which within the time specified in the Railways' requisition, the work may be done by the Railway and the cost therefore recovered from the Contractor.

f) Treatment of Contractor's staff in Railway Hospitals: The Contractor and his staff, other than Laborers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractor's Laborers and their families will be granted free treatment in Railway hospital and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the costs of medicines, dressings and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Rays etc. and for surgical operation.

g) Medical facilities at site: The Contractor shall provide medical facilities at the site as may be prescribed by the Railway on the advice of the Railway medical authority in relation to the strength of the Contractor's resident staff and workmen.

h) Use of intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor of any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

i) Non-employment of female Labour: The Contractor shall see that the employment of female Labour in Cantonment areas, particularly in the neighborhood of soldiers barracks should be avoided as far as possible. The Contractor shall also see that the employment of female Labors should not be more than 33% of total labors engaged by him and to avoid them to work in the track apron area.

j) Restriction on the employment of retired Engineers of Railway Services within two years of their retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer or Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract.

k) Non-employment of Laborers below the age of 15: The Contractor shall not employ children below the age 15 as Laborers directly or through petty Contractors or sub Contractors for the execution of work.

l) The contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the contractor in Railway whatsoever ground shall be entertained.

m) The contractor shall keep in force policy/policies of insurance against all liabilities and recognized risk in respect of accident to person employed by contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the contractor shall be responsible against all claims under Work Men Compensation Act, labour Contract Act etc.

n) Any damage, deterioration, loss caused to Railway properties due to negligence/carelessness on the part of workman employed by the contractor shall be made good at his own cost. If he fails to do so, Rly shall be within their rights to affect necessary recoveries from the contractors' bill of theft/ loss of the Rly properties the contractor shall be responsible for making good the losses occurred due to negligence or laxity of the supervision by the contractor.

o) If Railways costly assets are to be given to the contractor for maintenance, Contractor shall ensure its necessary safeguards to protect railway's property.

p) All preventive measures are to be taken not only for guarding Railway's own assets given to contractors for maintenance but also to secure from anti social elements. Indemnifying of damages to the Railway properties needs to be included as a protective measure in the scope of the contract conditions.

44.Jurisdiction:

In respect of any matter pertaining to this contract, the courts of Law in Pune shall have the exclusive jurisdiction.

45. SCOPE OF WORK:

GENERAL SCOPE OF WORK AND SERVICES OF MECHANIZED CLEANING AND UPKEEP OF PUNE RAILWAY STATION PREMISES

The contractor has to undertake the cleaning activities in accordance with the scope of work specified as follows.

- 1)** The contractor will have to use mechanized cleaning systems and other equipments as detailed at **Annexure 'II'** for undertaking mechanized cleaning services.
- 2)** Availability of consumables & cleaning gadgets and other accessories as specified at **Annexure 'III'** for running of the mechanized system has to be ensured.
- 3)** Dry sweeping/cleaning of tracks No.1 to 6, FOBs, Offices on first floor, Corridor, staircase, parcel offices & Retiring Rooms, Reservation Office, Booking Office, Concourse area, Circulating area and other such areas involving picking of garbage and cleaning with the help of mechanized sweeper.
- 4)** Wet cleaning of tracks, FOB, Offices, Corridor, Retiring Rooms, Reservation Office, Booking Office, Concourse area required wet cleaning or mopping of the surface can use the single disk brush machine for scrubbing for better appearance.
- 5)** House Keeping of Retiring Rooms, offices and Dormitories involving dry sweeping and mopping on daily basis and also immediately after the vacation by occupants. Use of deodorant at frequent intervals.
- 6)** Wet cleaning/mopping of all toilets (except those maintained by private party/agencies on Pay & use basis) is to be done on continuous basis at least twice a day using high-pressure water jet cleaning machines with adequate quantity of disinfectants, toilet cleaning materials and deodorant.
- 7)** Cleaning is an ongoing process. The contractors has to ensure and take up complete cleaning and maintenance of the station and associated areas as indicated in the schedule of services and scope of work and maintain hygiene at stations. He must attend the areas promptly when found dirty or as reported by Railway Officials or other Rail Users at any point of time. It shall have to be ensured that all the station premises are free from garbage, rags, dirt, stains, bad smell and nuisance at any point of time.

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- 8) Thorough cleaning of tracks having washable aprons by picking of garbage and cleaning of night soils, muck and other waste materials after departure of each train from the adjacent platforms.
- 9) Thorough wet cleaning of tracks having washable aprons with high pressure water jet cleaning machines using chemicals and disinfectants
- 10) Cleaning of non-apron areas of tracks involving rag picking, brooming and sprinkling of disinfectants and cleaning of night soils, muck and other waste materials after departure of each train from the adjacent platforms. As and when non-apron area is converted into washable apron, water jet cleaning with high pressure water jet cleaning machines shall have to be undertaken.
- 11) Rag picking of open track areas and adjacent land on both end of Miraj Rly station (500 mtrs. approx) of the station by scrapping, rag picking, brooming and sprinkling of disinfectants/bleaching powder.
- 12) Using of necessary permitted environment friendly deodorants and disinfectants in the process of cleaning in all areas in general and without failure in toilet blocks and track areas including drains for avoiding fly nuisance.
- 13) Cleaning of open and covered drains involving manual and mechanized cleaning of the drains using the drainage cleaning machines with the help of safaiwalas. The silt to be removed to the nearest garbage clearing point.
- 14) Removal of stains from water booths and cleaning by using chemicals and disinfecting fluid and disposal of wastes collected from the underneath of the washbasins.
- 15) Removal of stains and cobwebs from the roofs and corners of PF sheds, all service buildings including corridor, staircase, FOB and Concourse etc. both manually and mechanized at least once in a week.
- 16) Removal of stains/spitting marks from the walls of Concourse area, service buildings, corridors and staircase by using chemicals and disinfectants.
- 17) The mechanized cleaning and maintenance of Miraj railway station requires provision of mechanized systems and other equipments .The contractor shall guard the mechanized systems against theft and sabotage. The Railway shall not be responsible for loss or damage of the mechanized systems either during the operation or in store. However, the Railway shall have the right to inspect these as and when required.
- 18) It is the responsibility of the contractor to ensure safety to the railway property while using the machineries and in case of any damage the same has to be rectified/repared/replaced as the case may be.
- 19) The contractor must hold the license from the State Government for Labour License or any other License required from State/Central Government.
- 20) During platform cleaning garbage should be swept and lifted from platform itself and at no point of time the garbage should be swept on the track.
- 21) The contractor will engage requisite no. of skilled/semi-skilled staff (machine operators) and supervisors for round the clock execution and supervision of the cleaning

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activities, who will work in the train passing areas and other sensitive areas only with the consent of authorized railway supervisors at site. He should also ensure deployment of 1 (one) supervisor round the clock at station.

- 22) The contractor shall personally and exclusively supervise the work so as to ensure that the services rendered are as per the guidelines and to the satisfaction of the Railway Administration.
- 23) All available dustbins and spittoons should be emptied every day at frequent intervals and at no point of time there should be overflow or giving a dirty look. All the rubbish, garbage and disposables shall be collected, put into thick polythene bags, tied at the mouth and carried from the place of collection to the dumping site or available Dust bin nominated by the Rly Administration by pushcarts or any other suitable vehicles. Utmost care should be taken to ensure that no spillage of the garbage occurs during collection or transit.
- 24) The garbage/waste materials collected shall have to be dumped at nominated place after due permission of the Corporation. The cost of such is to be borne by the contractor. Plastic scrap and biodegradable materials have to be separated before clearance.
- 25) The contractor must provide uniforms with distinctive logo and identifications, caps, shoes/gum boots, hand gloves and goggles etc. to all its workers/machine operators & separate uniform code to be provided for supervisors so that they can easily assessed to Rly official.
- 26) The contractor shall also conduct Passenger Awareness Programme by using Glow Sign Boards, Musical Jingles, Posters, Stickers, Slogans etc. and regular feed back system from passengers up to a certain extent as permissible by the Railway Administration without using/displaying/advertising name of the company/contractor.
- 27) Once in 15 days Intensive Cleaning of the station would be undertaken covering all specified scope of work under the supervision of Railway Officials. Additional machineries/man powers/consumables as needed to ensure all such activities will have to be arranged by the contractor on the day of Intensive Cleaning.
- 28) Availability of consumables and other accessories as specified at **Annexure 'VII'** for running of the mechanized system has to be ensured.
- 29) Rag picking of open track areas and adjacent land upto 10 feet either side of mainline tracks on both side of Miraj Rly station (500 mtrs. approx) by scrapping, rag picking, brooming and sprinkling of disinfectants/bleaching powder.

46. SPECIAL TERMS & CONDITIONS OF CONTRACT

- 1) The work pertains to mechanized cleaning and upkeep of Miraj railway station premises all tracks/aprons No.1 to 6, drains (open) adjacent to track aprons & covered portion, booking office area, retiring rooms, dormitories, Concourse areas, circulating area, PRS Bldg., rag picking and sweeping in roads, offices on first floor, corridor, FOB, staircases, toilets and urinals (other than those maintained by private agencies), pathways and rag picking of plain tracks of main lines both side of Miraj station both end of the area

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alongside Up and Down main line upto 10 feet of both mainline tracks entire rag picking and disposal of garbage with mechanized means as per the scope of work and services.

- 2) The contractor shall have to maintain cleanliness and upkeep of the entire station area by undertaking manual as well as mechanized system. The contractor shall have to take up additional work in the event of extending the area of operation and shall also agree to install additional machineries in case there is any requirement.
- 3) The cleaning work is to be carried out round the clock in all 3 shifts. The contractor shall depute adequate skilled/semi-skilled labour force with supervisor in all three shifts with proper work distribution for prompt execution of the work so as to ensure that the services rendered are executed to the satisfaction of railways. The contractor's labour will work at the train passing areas and other sensitive areas only with the consent of the authorized railway supervisors at site. The contractor shall have to engage additional staff in case of requirement at no extra cost.
- 4) The contractor will have to use mechanized cleaning equipments as detailed in **Annexure 'II'** for undertaking cleaning activities at his own costs. The equipments deployed must fulfill the minimum requirement/features as outlined in **Annexure 'I'**. The contractor shall be responsible for round the clock availability, serviceability and maintenance of these mechanized systems. These mechanized systems should be dedicated to this contract and cannot be taken out for any other job. Any repair/replacement of the equipment will have to be arranged by the contractor. It has to be ensured that in case of failure of any equipment, the same is repaired/replaced within six hours from the time of failure at contractor's cost. If this is not done a penalty shall be imposed. If the repair work is absolutely essential and carried out by the department, that cost will have to be borne by the contractor. The contractor must enclose the proof of possessing technical know-how of the mechanized systems.
- 5) The contractor shall be provided with necessary accommodation for stacking the machineries required for undertaking cleaning activities free of cost. However, the safety and security of the machineries shall lie upon the contractor. The contractor shall indemnify Railway against any accident or loss occurring due to these installations and equipments/machines. It is the responsibility of the contractor to keep such place clean and tidy and free from nuisance.
- 6) The contractor shall be provided with free water supply for operation of equipments and cleaning of the station premises. The contractor shall economize the consumption of the same and at no point of time it should be misused.
- 7) The contractor shall have to provide uniforms with distinctive logos and identifications, Gum Boots, Hand gloves, Caps, Goggles, Identity cards etc. to all its workers/staff and ensure that his men wear these at all the time while working at Railway premises so that they can be easily identified by Railway Security/Commercial staff and supervisors. The Railway shall give them permission to enter within the railway premises to execute the said cleaning work only.
- 8) The contractor shall have to furnish photographs and complete details of the labour and supervisors to be deployed with details of names, address, Phone No., Age, and Marital status, Voter ID No. etc. to enable the department to allow them free access to the station

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premises. All relevant above documents should submit to Sr. HI/Miraj before his/ her join the duties at Rly. Station. Then after the Identity card will be issued to them on Rly format.

- 9) The contractor shall ensure due periodical Medical Check up of all its personnel employed for carrying out the work and the medical fitness certificate of RMP to this effect shall have to be submitted for records before his/ her join duties. Railway reserves the right to refuse work by a particular employee if he/she is found to be suffering from any infectious diseases and not fit to carry out the duties. They shall not be allowed to perform duties till recovery from the diseases as a precautionary and preventive measure.
- 10) It is hereby declared that the contractor is the independent employer and all personnel employed or engaged by the contractor at his own cost and expense to carry out the agreed work under this contract shall be his employees and not of the railways. No free pass or privilege ticket order or residential card pass will be issued to the contractor or any of his staff and they themselves shall meet the expenses for coming and return to from the place of work. All direct or indirect costs and obligations pertaining to employment of specialized manpower shall be borne by the contractor itself.
- 11) The cleaning work shall be carried out during the lean traffic hours (in consultation with authorized railway supervisors at site) irrespective of time. The contractor should take utmost care to ensure that no major inconvenience is caused to the passengers, Railway working and no damage takes place to Labour and Materials due to any act of workmen, while carrying out the work under this contract.
- 12) A detailed electrical cabling plan stating electrical load, with locations of plug points etc shall be submitted to CMS Pune to get the drawing approved from Electrical department and only after that the cabling should be done as per the approved drawing.
- 13) Railway will provide electricity and the charges will be recovered from the contractor on actual consumption basis as per extant rule of Railways for the operations of the machines for undertaking mechanized cleaning and upkeep of Pune railway station. However, in case of any break down in power supply, Railway is not liable to pay towards any loss incurred by the contractor on this account.
- 14) The contractor shall have to use environment friendly biodegradable chemical agents and other consumables (the best available quality) along with equipments and accessories to ensure comprehensive cleaning. The requirement of weekly cleaning consumables should be kept in the store room provided and the same has to be drawn daily as per requirement failing which a penalty as detailed in Penalty clause No.50 shall be imposed.
- 15) The contractor shall also provide a list of chemicals/cleaning solvent as per Annexure 'III' which will be used along with their specification, composition and quantity for undertaking different cleaning activities. The list should be separately enclosed along with the tender schedule in the technical bid.
- 16) It will be obligatory on the part of the licensee to keep adequate fire fighting arrangements such as fire buckets filled with water or fire sand/fire extinguisher at the site at his own cost against the risk of fire. The contractor shall not be entitled to claim against the administration for any loss that the contractor may incur on account of fire, any other natural calamities or any other cause. The contractor should take all safety precautions while his/her staff works on railway track or at other sensitive areas.

The Railway Administration shall not be held responsible if the staff employed by the contractor sustains any injury or any incidental illness.

17) The contractor shall nominate a representative/supervisor who shall maintain liaison with the CHI/Health Inspector or other Railway representative at site for instruction, clarification etc. regarding carrying out the activities of mechanized cleaning properly. He should maintain adequate mobile communication with Railway at all times for which he should carry mobile phone at all times and the number of which shall be given to Railway administration and Supervisors at site. At no point of time his mobile phone should be switched off. He shall keep the daily attendance register of the labours engaged, and will ensure proper functioning of machineries and availability of cleaning consumables. He shall also fill up the Daily monitoring checklist & sign the checklist which will be maintained in the office of Sr.HI/MRJ/Stn office .

18) The quality of work will be closely monitored and shall be inspected daily/at certain frequent intervals by Railway Authorities. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property/premises due to such practice, for which contractor will be solely responsible. If any such incident takes place and the contractor is found responsible, Railway will reserve the right to impose fines and / or terminate the contract immediately.

19) The contractor shall be responsible to place polythene bags inside the dustbin after cleaning, which will be supplied by the Rlys on daily basis & collect it from Sr HI/Miraj as per actual requirement and adequate nos. of Spittoons covering the utility areas of the entire station premises. All these dustbins and spittoons should be emptied every day at frequent intervals and at no point of time these should overflow or give a dirty look. All the dirt, litter, rubbish, garbage and other disposables shall be collected, put into thick polythene bags, tied at mouth and carried from the place of collection to the container placed at Rly. premises (nominated by the Railway administration) by suitable two wheeled waste carrier or vehicles or miniature battery operated golf carts (making no air and noise pollution). All moving trolleys/vehicles should have rubberized wheels so as not to cause damage to flooring of platforms. Utmost care should be taken to ensure that no spillage of the garbage occurs during collection or transit.

20) The contract is for mechanized cleaning and upkeep of Miraj railway station premises hence proper cleaning and hygiene shall have to be ensured at all points of time without any failure. Tracks shall be kept free from solid waste, muck and night soil etc. at all points of time. Proper cleaning after departure of each train using adequate chemicals/consumables, disinfecting fluid/detergents or deodorants etc. shall have to be ensured to keep the area clean and tidy and free from bad smell. It shall have to be ensured that all the station premises are free from dirt, stains, bad smell and nuisance at all point of time. All fly proof measures shall be undertaken by ensuring that night soil and food materials are not accumulated in the railway tracks and platforms and necessary environment friendly chemicals and deodorants shall be sprayed on all the railway tracks, platforms and other offices to ensure in avoiding fly nuisance. Necessary permitted deodorants and disinfectants should be used in the process of cleaning in all the areas in general and without failure in toilets/urinals and track areas.

- 21) The contractor shall have to maintain a complaint book in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Railway Administration. The contractor shall independently at his own costs also arrange for passenger opinion survey regularly regarding standard of cleanliness and hygiene at stations and other associated areas.
- 22) The contractor can also conduct Passenger Awareness Program by using Glow Sign Boards, Musical Jingles, Posters, Stickers, Slogans etc. and regular feed back system from passengers with prior permission of the Railway Administration without using/displaying/advertising name of the company/contractor.
- 23) If during the period of the contract, any additional building is constructed within the station premises or associated areas, the cleaning of that shall also have to be undertaken by the contractor at no extra cost.
- 24) All the Railway officials shall have free access to inspect the station and the associated areas enlisted above in context of monitoring cleanliness. The same shall be perused regularly and suitable action shall be taken on the deficiencies reported. In addition, there will be periodical inspections by various inspecting officials regarding stock and quality of cleaning consumables, working conditions of the machinery, availability of staff etc.
- 25) The mechanized cleaning of Pune station shall be started and resources shall be mobilized and made functional within 45 days from the date of intimation of the acceptance of tender offer failing which the contract shall be terminated and EMD/SD forfeited.
- 26) The submission of a tender by a Tenderer shall be deemed to imply and taken as indicating that he/she has read, understood and abides by all the conditions stated therein and the Central Railway schedule of Rates (Revised Edition) 1992 Vol-I and General Conditions of Contract & Standard Specification 2001 Vol-2 including correction slips thereto up to the date of opening of Tenders.

47. WORK PATTERN & SCHEDULE OF WORK :

The following procedure is to be adopted by contractor for cleaning are as under

A) Track aprons, Plain tracks & drains:-

- First contractor labour has to spray the bleaching Powder Grade-II quality on the surface of washable aprons/plain tracks No.1 to 6. on night-soil fallen on the tracks so that bad smell can be neutralized. Contractor should keep a reserve stock of 300 Kg of Bleaching powder Grade-II quality (25% chlorine content), 100 Liters of good branded quality phenyl (ISI branded) at station & make available for inspection by Rly official at any hour during contractual period.
- Then Dry sweeping work of track apron No.1 to 6 in all shifts & continuous patch cleaning to be carried out with the help of long stick brooms & collect like paper cups, plastic bottles, cane, tetra packs, etc. in the plastic buckets, & shifting it to refuse container by mechanical means i.e., two wheeled waste carriers or push trolleys.
- As per schedule the wet cleaning & washing of track apron No. 1 in day hours (08 am to 08 pm) & in night (08 pm to 08 am) hours. The washing of washable apron by available water from the adjacent water pipe line by the side

of the tracks or by mechanical means i.e. High pressure jet cleaning system electrically operated or available high pressure jet cleaning system installed by mechanical Department can be used or available water pipe line with the attachment of Rubber Hose pipe size 31.5 mm extension with reducer or nozzle. If water is not available for track cleaning then immediately Lime+bleach powder to be sprayed on fecal matter & good quality of spray of disinfectant to be done so that there should be no room for foul/bad smell .It should be ensured that the water hydrants are closed properly after use and there is no wastage of water & Water pipe ends are placed properly in the bracket provided at the poles of water pipe lines after washing of washable apron. The water hose pipe of size 31.5 mm dia. of 15 meters long to be used for washing of track aprons and cleaning of night soil has to be completely washed out.

- Then good quality of Deodorant/Phenyl should be used to spray by sprayer pumps after washing of track aprons, for control of fly nuisance and bad smell.
- The open drain & u/g drain cleaning work has to be taken up with the help of Tar punja, phawadi or showel or Pawrahs etc, the silt, garbage removed from drains should be disposed off to nominated place quickly. The contractor shall undertake cleaning of open & underground drains along with washable aprons and plain tracks as per schedule work annexed enclosure.
- All sweepings generated in tracks apron and whatever refuse falls from platform should be removed completely and disposed off to the PMC container kept near Parcel Office, Pune by using, good quality plastic molded wheel barrow.

B) Main concourse hall , retiring rooms & Booking/reservation office area

- This area needs to be taken care of by highly intensive cleaning, and continuous working using mechanical devices as mentioned in **Annexure- VII** i.e. Single disk brush, flipper (walk behind machine not in use in rainy season), long stick brooms, plastic bristles scrubbing brush for cleaning of corners & pillars with use of Harpic or similar type of cleaning agent for regular removal of pan stains.
- Dusting of all side walls, removal of posters cleaning of stains etc from and FOB, & other allotted Regular wet mopping to be done by using of rubberized wet mopper with good quality of deodorant/phenyl to be used while wet moping work carryout.
- Removal of cobwebs every seven days should be ensured & telescopic rod to be used. All posters, banners pasted on walls or pillars to be removed by using scrapper.
- All dust bins kept in area should be neat & clean with covered polythene bags and ensure it emptied regularly. The responsibility of placing & emptying the polythene bags is the responsibility of contractor's labours.
- All generated garbage to be disposed off to nominated place or container by using of good quality plastic molded two wheel carriers or push trolleys.
- Cleaning of all wash basins at drinking water tap locations. (Daily).

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C) Circulating area:-

- This area needs to be taken care of by highly intensive cleaning as continuous sweeping by Mechanical sweeper/flipper(no use in rainy season) & long stick brooms, plastic bucket & good quality plastic molded two wheeled carriers or push trolleys to be used for disposal of garbage to nominated place
- Spraying of Lime/bleach powder mixture to be used at the corners, near side walls, roads, entry points of Pune stations & other areas as advice by CHI/ H.I.
- All dust bins kept in area should be neat & clean with covered polythene bags.
- All generated garbage to be disposed off to nominated place by using of plastic molded wheel barrow/ Two wheeled waste carriers/Push trolleys.

Cleaning is an ongoing process. The above-mentioned frequencies are only the minimum requirement, which have to be undertaken on regular/routine basis without failure. However, the contractor has to ensure and take up complete cleaning and upkeep of the station and associated areas as indicated in the Scope of work and services as an work pattern mentioned above and maintain hygiene. Therefore, if additional manpower/machineries/consumables and other accessories are required to ensure cleanliness, the same would be provided within the tendered cost without any extra charge. He should keep a close vigil on the state of cleanliness of the station and its associated areas and must attend promptly and clean the areas when found dirty or as reported by the Railway Officials or other Rail Users at any point of time

Schedule of work:- Contractor should observe the following activities strictly.

Sr. No	Activities & area to be covered for cleaning.
1	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5, in morning, afternoon & late evening Hrs. & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift), Dry sweeping of plain tracks of VIP siding and Rag picking along 500 meters at both ends of Miraj station.
2	Wet cleaning of track apron No. 1 in morning hours afternoon & late evening hours with spray of disinfectant after washing & patch cleaning after train departures.
3	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain twice in a day
4	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station by using mechanical devices & disposal of collected garbage to main dust bin during all three shifts . Removal of posters DAILY. Removal of cobwebs after every seven days
5	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area in three shifts .

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6.	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin during two shifts (6.00 to 14.00 Hrs & 14.00 to 22 Hrs.)
7.	Dry sweeping of Old & New FOB along with stair cases connected to it, Twice in every 8 Hrs shift in all three shifts & patch cleaning after every train & collection of all garbage from FOB, & disposal of same to main bin of MMC (Twice in every 8 Hrs shift) Cleaning of Glasses of Reservation/Booking counters, windows & glass surfaces, doors etc. Removal of cobwebs after every seven days
11	Dry sweeping & wet Mopping of Main entrance gate, Current ticketing Hall continuous working in all three shifts.
12	Removal pan stains & posters daily. Removal of cobwebs every 7 days of

48. GUIDELINES FOR CONTRACTOR

- 1) The contractor shall undertake the cleaning activities at the station using his own men, material, tools & plants etc & observe the detail break-up of cleaning activities mentioned in the schedule of rates & quantities. Contractor should strictly observe the work schedule & take advice of Chief Health Inspector Pune Rly. Station.
- 2) The contractor shall depute sufficient Supervisors to oversee, control, safety of workers and co-ordinate with Railways on regular basis for the work of daily cleaning of washable aprons, drains & plain tracks ,Main concourse IInd class waiting hall, circulating area & all retiring rooms, dormitories, offices on first floor & ensure high cleanliness status throughout 24 Hrs. For this purpose contractor should depute sufficient labors daily .The contractor should engage as per specified labours to carryout cleaning activity as given in schedule of work to ensure high standards of cleanliness at all the times. By deployment of appropriate mechanical cleaning devices he should ensure effective cleanliness with effective time and crowd management.
- 3) The Rly administration shall provide the contractor the storage place/room for keeping their tools and plants for the contractual period free of cost. The material to be used for cleaning purpose should be of standard quality.
- 4) Free water shall be provided for contract work. In the event of non-availability of water in any situation, the contractor should arrange the spread of bleaching powder on the fecal matter on track aprons & also arrange the spray of good quality of disinfectant or scented phenyl under the advice of CHI/HI Pune Station so that bad/foul smell should not be there.
- 5) The contractors staff has to collect all the garbage collected in the dustbins of entire Pune station premises & dispose the same to container of PMC.(Except from PF.No.1)
- 6) The cleaning sequence for various activities and description of work will have to be planned by the Contractor, depending on the availability of platform lines, subject to arrival and departure of trains and the contractor will be required to deploy man & material resources accordingly.
- 7) Any deficiencies noticed in contractors work will result in imposition of appropriate penalty by the competent authority.

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- 8) It is hereby declared that the contractor is the independent employer and all persons employed or engaged by the contractor at his own cost and expense to carry out the agreed work under this contract shall be his employees and not of the Rlys.
- 9) The contractor should strictly observe the availability of good quality equipments & Material all the time.

49. ACCEPTANCE OF TENDER:

- a) The "Railways" may accept the tender for a part of the quantity offered, reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender.
- b) The "Railways" may schedule the contract so that work may be started at different places one after other and may link awarding of work to other places after successful and satisfactory execution of the work at one place.
- c) Acceptance of tender will be communicated by a formal acceptance letter (by registered post) of the tender directly to the contractor, which may be deemed to conclude the contract.

50. PENALTY CLAUSE :-

- 1) The details for the unsatisfactory work done by the contractor will be maintained separately in the monitoring checklist shift wise daily in the office of Sr.HI Miraj station The payment for the work not done, work done unsatisfactory, work done partially, work done manually item wise in each shift will be deducted from the bill as per **Annexure- I** . This will be at the sole discretion of the Railway administration through CMS C. Rly. Pune.
2. **Work not done :-** The work which is not carried out fully by the contract, full amount of 100% of contractor quoted rate will be deducted for that particular item% wise in each shift.
- 3) **Unsatisfactory work:-** The amount will be deducted 50 % of contractor quoted rate of that particular item % wise in each shift.
- 4) **Partially Done:-** The amount will be deducted 25% of contractor quoted rate of that particular item % wise in each shift.
- 5) **Manually work done:-** If machinery not used by the contractor a lump sum penalty will be imposed Rs.100/- per day. This will be at the sole discretion of the Railway administration through CMS C. Rly. Pune.
- 6) **Non availability of supervisor:-** The Penalty of Rs. 300/- for supervisor if not available on call for a day will be imposed.
- 7) **The manpower deployment:-** as mentioned in provision of staff point No. 12:- The shortfall staff of minimum current wages will be deducted per day per labour.
- 8) All officers of the Railways shall have free access to inspect the station and the areas listed above in context of monitoring cleanliness and hygiene at station premises, stock of cleaning materials, working condition of the machineries, availability of staff etc. In case of any deficiencies noticed in cleanliness work during inspection by the inspecting official, a fine ranging from Rs. 500/- to 2,000/- will be imposed.
- 9) For every complaint received on the standard of cleanliness and hygiene at station premises (with reference to the scope of work and services), the contractor will be liable for a penalty of Rs. 200/- (Rupees Two hundred only) or the compensation awarded to the complainant in any court of law and in consumer or both.

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- 10)** The contractor has to provide adequate quantity of cleaning consumables/gadgets for undertaking cleaning activities failing which or least supply of cleaning consumables shall make them liable for a penalty of Rs. 500/- (Rupees five hundred only)at the sole discretion of Inspecting official.
- 11)** Rs. 25/- per day per labour will be imposed for non provision of safety measures/protective gears (safety fluorescent jackets, Hand gloves, face mask etc)
- 12)** The proportionate of the rate quoted by the contractor for the individual items will be divided in three parts as under ,
- 06-14 Hrs. shift – 60% of the contractor quoted rate for the specified item.
 - 14-22 Hrs. shift- 25% of the contractor quoted rate for the specified item.
 - 22-06 Hrs. shift - 15% of the contractor quoted rate for the specified item.

Example: - If the contractor quoted rate for item no. 1 is Rs. 1000/-penalty deduction will be as under -

For 06-14 Hrs shift the rate of item no. 1 will be Rs. 600/- i.e.60%

For 14-22 Hrs. shift the rate for item No. 1 will be Rs.250/- i.e.25%

For 22-06 Hrs. shift the rate of item no. 1 will be Rs. 150/- i.e. 15%

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Annexure -I
Penalty statement

Sr. No	Description work	Work not done in each shift	Unsatisfactory work done in each shift	Partially work done in each shift	If overall work done satisfactory
01	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5, in morning, afternoon & late evening Hrs. & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift), Dry sweeping of plain tracks of VIP siding and Rag picking along 500 meters at both ends of Miraj station.	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
02	Wet cleaning of track apron No. 1 in morning hours afternoon & late evening hours with spray of disinfectant after washing & patch cleaning after train departures	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
03	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain twice in a day	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
04	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station by using mechanical devices & disposal of collected garbage to main dust bin during. Removal of posters DAILY. Removal of cobwebs after every seven days	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
05	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area in three shifts .	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
06	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin during two shifts (6.00 to 14.00 Hrs & 14.00 to 22 Hrs.)	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty
07	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the corridor as per scope of work & observe the work pattern & schedule of work. During two shifts (6.00 to 14.00 Hrs & 14.00 to 22 Hrs.)	100% of accepted rate (of shift wise)	50% of accepted rate (of shift wise)	25% of accepted rate (of shift wise)	No penalty

Note:- If the any above work found not work done in a day Lumpsum penalty of Rs. 1,000/- will be imposed additionally as per sole discretions of Rly. Administration.

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ANNEXURE- II

MECHANIZED EQUIPMENTS

1.	<p style="text-align: center;">Flipper walk behind sweeping machine (Manual) {Roots/Kartcher/Eureka/Johnson Diversey}</p> <p>1. The walk behind sweeper shall be fuming free machine ideal for sweeping small and large areas of railway station. This machine should have main broom, a hopper and a flexible side brush.</p> <p>2. The mechanized system should have a hooper capacity of minimum 40 liters and shall be able to sweep of minimum of 20000 Sq. mtrs/hour.</p> <p>3. The mechanized system should have a flexible side brush, which pulls die debris away room walls, curbs, and counters and clean even hard to reach; corners and crevices, which hide dirt. It can be raised when needed.</p> <p>4. The mechanized system should have enclosed broom chamber, rubber skirt around the hopper, main brush and the high efficiency filter ensures that only clear clean air is discharged as exhaust.</p> <p>5. The mechanized system should have comfortable handle and large wheels. It should be lightweight and sturdy, making it easy to maneuver around even congested area.</p>	02 No.s
2.	<p style="text-align: center;">Maruthi hand compressor sprayer (14 Ltrs capacity) {Aspee or similar make} for spraying the insecticide to control fly nuisance as & when required as per advise of Sr.H.I.MRJ stn.</p>	02 No.s
3.	<p style="text-align: center;">High Pressure Jet machine (electrical operated)</p> <p>The high pressure machine shall have the following features.</p> <p>1. The machine shall be user friendly, light weight having separate detergent injector, rubber tyre wheel mounted trolley, manometer.</p> <p>2. The high pressure should have necessary attachments, which can clean drains.</p> <p>3. The mechanized system shall have a facility of detergent or chemical injector built-in for effective cleaning.</p> <p>4. The mechanized system should be capable of giving a minimum pressure of 180 bars continuously.</p> <p>5. The machine should operate on single phase 230 Volts.</p> <p>6. The accessories should include one turbo nozzle, one single lance and hose pipe.</p> <p style="text-align: center;">The machine must have the minimum of above mentioned or similar or better features/specification.</p>	01 No.
4	<p>Single Disc brush electric operated machine</p>	01 No

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ANNEXURE- III
CLEANING GADGETS AND CONSUMABLES

Sr. No.	Description & requirement of cleaning gadgets & tools for a contract period	Quantity for two year
1.	Plastic Buckets 15 litres (as per life for six month)	20 No.s
2.	Plastic buckets 9 litres (as per life for six month)	20 No.s
3.	Cotton mops (as per life for two months)	40No.s
4.	Goa Brooms with long stick or Plastic Brooms (For One month)	800 No.s
5.	Scrubbing brushes plastic (as per life for six months)	24 No.s
6.	Telescopic pole (9 m length) with brush(Roots/Unger)(One time)	02 No.s
7.	Wire brush/ Plastic bristles brush with handle	10 No.s
8.	Rubber mopper with long handle 3-4 ft (as per life of two months)	12 No.s
9.	Drainage Powrahs/drain cleaner. (One time requirement)	05 No.s
10.	Shovels (One time requirement)	05 No.s
11.	V' Sweepers mop (roots or similar make) [No use in rainy season]	02 No.s
12.	Punjas with handle (One time requirement)	05 No.s
13.	Short Hand scrapper (roots or similar make) for removing posters,stains	03 No.s
14.	Short Hand wiper (roots or similar make) for cleaning glasses.	02 No.s
15.	Ghamelas (One time requirement)for desilting the drainage.	05 No.s
16.	Two Wheeled carriers/ containers or push trolleysplastic moulded - 120 Litres)(as per life for minimum six month)	20 No.s
17.	Rubber Hose pipe 31.5 mm (as & when required)	04 No.s
18	Bleaching Powder Grade I quality/ ISI brand make, 25% chlorine content for daily use.1 bag of 25 kg in every week.	104 Bags
19	Disinfeting fluid/ ISI branded, scented good quality phynil daily use of 1 Ltr.	730 Litrs
20	Harpic or similar type of cleaning agents for removal of stains use daily	10 ltrs
21	Colin or similar type of detergent to clean window glasses	10 ltrs

CONTRACTOR

CMS PUNE

Annexure: - IV Page -1

Monitoring checklist of Shift 06-14Hrs.) Date:-

Office of Sr HI/MRJ/Stn

Sr. No	Description work	Working status		Remark
01	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5, & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift), Dry sweeping of plain tracks of VIP siding and Rag picking along 500 meters at both ends of Miraj station.	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
02	Wet cleaning of track apron No. 1 in with spray of disinfectant after washing & patch cleaning after train departures.	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
03	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain .	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
04	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station by using mechanical devices & disposal of collected garbage to main dust bin during. Removal of posters DAILY. Removal of cobwebs after every seven days	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
05	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area.	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
06	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin .	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	
07	Dry sweeping of Old & New FOB along with stair cases connected to it, & patch cleaning after every train & collection of all garbage from FOB, & disposal of same to main bin of MMC (Twice in every 8 Hrs shift) Cleaning of Glasses of Reservation/Booking counters, windows & glass surfaces, doors etc. Removal of cobwebs after every seven days	1) Work not done	<input type="checkbox"/>	
		2) Unsatisfactory work done	<input type="checkbox"/>	
		3) Partially work done	<input type="checkbox"/>	
		4) Satisfactory work done	<input type="checkbox"/>	

Manpower specified-10 Manpower deployed-

Shortfall-

Use of Machines:- 1)Single disk brush – Yes/No 2) High pressure Jet- Yes/No

3) Flipper/ Mechanical sweeper - Yes/No

Remark:-

Signature of Supervisor

Signature of HI

CONTRACTOR

CMS PUNE

Annexure: - IV - Page -2

Monitoring checklist of Shift 14-22Hrs.) Date:-

Office of Sr HI/MRJ/Stn

Sr. No	Description work	Working status	Remark
01	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5, & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift),	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
02	Wet cleaning of track apron No. 1 with spray of disinfectant after washing & patch cleaning after train departures.(If water not available then bleaching powder & Phenyl to be sprayed)	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
03	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain once in this shift.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
04	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station by using mechanical devices & disposal of collected garbage to main dust bin.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
05	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
06	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
07	Dry sweeping of Old & New FOB along with stair cases connected to it, & patch cleaning after every train & collection of all garbage from FOB, & disposal of same to main bin of MMC (Twice in every 8 Hrs shift)	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	

**Manpower specified-4 Manpower deployed-
 Use of Machines:- 1) High pressure Jet- Yes/No
 2) Flipper/ Mechanical sweeper- Yes/No
 Remark:-**

Shortfall-

Signature of Supervisor

Signature of HI

CONTRACTOR

CMS PUNE

Annexure :- IV page-3

Monitoring checklist of Shift 22-06 Hrs.) Date:-

Office of Sr HI/MRJ/Stn

Sr. No	Description work	Working status	Remark
01	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5. & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift),	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
02	Wet cleaning of track apron No. 1 hours with spray of disinfectant after washing & patch cleaning after train departures. If water not available then bleaching powder & Phenyl to be sprayed.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
03	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain twice in a day	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	Not applicable for this shift
04	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station & disposal of collected garbage to main dust .	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
05	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area.	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	
06	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin during two shifts (6.00 to 14.00 Hrs & 14.00 to 22 Hrs.).	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	Not applicable for this shift
07	Dry sweeping of Old & New FOB along with stair cases connected to it, Twice in every 8 Hrs shift & patch cleaning after every train & collection of all garbage from FOB, & disposal of same to main bin of MMC (Twice in every 8 Hrs shift) Cleaning of Glasses of Reservation/Booking counters, windows & glass surfaces, doors etc. Removal of cobwebs after every seven days	1) Work not done <input type="checkbox"/> 2) Unsatisfactory work done <input type="checkbox"/> 3) Partially work done <input type="checkbox"/> 4) Satisfactory work done <input type="checkbox"/>	

**Manpower specified-2 Manpower deployed-
Use of Machines:- 1) High pressure Jet- Yes/No
2) Flipper/ Mechanical sweeper - Yes/No
Remark:-**

Shortfall-

Signature of Supervisor

Signature of HI

CONTRACTOR

CMS PUNE

51. SCHEDULE OF RATES AND QUANTITIES.

NAME OF WORK : - Mechanized cleaning work of Miraj Railway station premises for the period of Two Year.

Sr. No	Activities & area to be covered for cleaning.	Unit	Total period	Rate per unit	Total amount
01	Dry sweeping of track apron No.1 & plain ballast tracks of platforms 2, 3,4,5,6 & main line ballast track between 4 &5, in morning, afternoon & late evening Hrs. & patch cleaning after every train & collection of all garbage from apron No. 1 & disposal of same to main bin of MMC (Twice in every 8 Hrs shift), Dry sweeping of plain tracks of VIP siding and Rag picking along 500 meters at both ends of Miraj station.	Per day	730days		
02	Wet cleaning of track apron No. 1 in morning hours afternoon & late evening hours with spray of disinfectant after washing & patch cleaning after train departures.	Per day	730days		
03	Cleaning of open drains of aprons Nos.1, open drain between tracks of PF 2/3, including removal of muck filth & silt & disposing of the same to main bin, Daily. 1820 Meters open drain twice in a day	Per day	730 days		
04	Dry sweeping & wet mopping of Main entrance gate concourse & Second class waiting hall at Miraj station by using mechanical devices & disposal of collected garbage to main dust bin during all three shifts . Removal of posters DAILY. Removal of cobwebs after every seven days	Per day	730 days		
05	Dry sweeping of circulating area in front of station building, parcel office approach road including VIP siding area in three shifts .	Per day	730 days		
06	Dry sweeping & Wet mopping of Retiring rooms, Dormitories, including offices on first floor including all toilet & bathrooms, and stair cases connecting to the station platform by using mechanical devices & disposal of collected garbage to main dust bin during two shifts (6.00 to 14.00 Hrs & 14.00 to 22 Hrs.)	Per day	730 days		

CONTRACTOR**CMS PUNE**

Sr. No	Activities & area to be covered for cleaning.	Unit	Total period	Rate per unit	Total amount
07	Dry sweeping of Old & New FOB along with stair cases connected to it, Twice in every 8 Hrs shift in all three shifts & patch cleaning after every train & collection of all garbage from FOB, & disposal of same to main bin of MMC (Twice in every 8 Hrs shift) Cleaning of Glasses of Reservation/Booking counters, windows & glass surfaces, doors etc. Removal of cobwebs after every seven days	Per day	730 days		

Grand total value for the contract work Rs. _____ (In Figure)

(In words) Rs _____

Note: The work is to be executed as per the all terms & conditions, specifications, special conditions, scope of work, work pattern & schedule of work etc.

Signature of Contractor.

Name/address

CONTRACTOR

CMS PUNE

52. AGREEMENT OF WORKS

CONTRACT AGREEMENT No.

Dated

ARTICLE OF AGREEMENT made this _____ between
The president of India through the Railway Administration hereinafter the "Railway" of the one part and hereinafter called the "Contractor" of the other part.

Whereas the contractor has agreed with the Railway for the performance of the works.

Work of cleanliness of washable aprons, plain tracks & cleaning of open & underground drains at Pune Rly station for a period of Two years.

In the schedule here to annexed upon the General conditions of the contract and the specifications of the Central Railway and the special conditions and the special specifications, if any and in conformity with the drawings hereinto annexed and whereas the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that is consideration of the payments to be made by the Railway, The contractor will duly perform the said works in the said schedule set forth and shall execute the same with prompt, great care and accuracy in a workman like manner to satisfaction of the Railway and will complete the same in accordance with the same specifications and said drawings of conditions of contract on for a period of two years and will maintain the works for the period of 24 calendar months from the date and will observe, fulfill and keep all the conditions therein mentioned(which shall be deemed & taken to the part of this contract as if the same had been fully set forth herewith) & the Railway both hereby agree that if the contractor shall duly perform said works in the manner aforesaid & observe & keep the said terms & conditions the Railway will pay or cause to be paid to the contractor for the said works on full completion thereof the amount due in respect thereof at the ratios specified in the schedule hereto annexed

Date:

Place:

Witness Signature of 1
With address

Chief Medical Superintendent
Divisional Railway Hospital, Pune
For & on behalf of
THE PRESIDENT OF INDIA

Witness signature of 2
With address

Signature of contractor,
Contractor's address
.....

END OF THE TENDER DOCUMENT