

Central Railway

Divisional Office
Operating Branch
CSMT

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

Date: 26/09/2018

M/s KHFM Hospitality & Facility
Management Services Private Limited
Shop No. 01, Nirma Plaza, Makhwana Road,
Gamdevi, Marol Naka, Andheri East, Mumbai,
Maharashtra 400059

Dear Sir,

LETTER OF ACCEPTANCE

Sub: - LoA towards outsourcing the work of upkeep/maintenance-cum-mechanised cleaning of Kalyan Rly Station for a period of 4 years.

Ref: - 1. Tender No. OPTG/KYN/V dated 06/06/2018
2. Price-bid (approved Financial Tabulation Statement) dtd: 17/09/2018

(1) Accepted Rates: -

The Railway Administration is pleased to accept your lowest offer to perform the subject work as per the schedule of work at a cost of ₹. 13,72,00,000/- (₹. Thirteen crore seventy two lakhs only) for a period of four years from actual date of commencement @ ₹. 28,58,333.3333 p.m in accordance with the terms & conditions stated in LoA, tender document. The subject contract is governed under General conditions of contract for Services 2018.

S N	Description	M/s KHFM Hosp. Facility Mgmt Services (P) Ltd
1	Labour statutory obligation	11,37,00,000.00
2	Machinery	48,00,000.00
3	Material & others	98,00,000.00
4	Service Charges	89,00,000.00
5	G. Total	13,72,00,000.00
(₹. Thirteen crore seventy two lakh only) plus GST Extra as applicable or as amended from time-to-time subject to documentary evidence or payable in consultation of finance, if GST is discontinued or waived off accordingly the same will not be claimed by the Contractor.		

(2) Scope of work: -

Sr No	Cleaning activities
1	Cleaning (Sweeping & mopping-cum-scrubbing) and disinfecting of PF- No. 1A to PF 1-7 8 up to entire length & breadth of Platforms with labour, material/chemicals.
2	Cleaning (sweeping & mopping-cum-scrubbing) and disinfecting of passenger interface areas like all FOBs, PRS, Booking offices, concourse area, circulating area approaching Station towards entry/exit of both East and West sides with labour, material/chemicals
3	Cleaning and disinfecting of all Toilet blocks, urinals, drinking water fountains and seating arrangements on Station Bldg with labour, material/chemicals

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4	Cleaning & removal of visible stains on regular basis with jetting of high pressure & eco-friendly chemicals
5 (a)	Cleaning-cum-dusting of signages/Display boards EMU halt boards (excluding advertisements boards), window glasses, removing of gummed stickers, posters and hanging banners (if any) from station premises with appropriate consumables.
5 (b)	Dusting -cum-removal of cobwebs from window panes, sills, roofs (ceilings), side walls of Station Bldg with Hydraulic self propelled Aerial working platform (Dual Mast) or scissor type for roofs cleaning with appropriate trained men, and material.
6	Cleaning (Sweeping & mopping) and disinfecting of all offices/establishments of SMs, Dy.SM, CBS, Parcel office, RPF,GRP,CCTC Control room, C&W, TSRT or any other Railway offices placed within KYN Station including suburban lobby, central cabin and adjoining area including toilets/urinals, washbasin, walls of tiles, mirror glasses (if any) and removal of cobwebs form offices with labour, material/chemicals
7	(Manual Rag-picking) from all track No. 1A & 1 to 7 across platforms within Station limits and upto 100 meters on both ends of the farthest of the platforms with brooms etc., (or hand-picking by labour by wearing gloves and mask) to free tracks from polythene bags, paper bags, aluminium foils, teacups, stinky eatable pouches, littered bottles and garbage etc., and collecting into the bags and sprinkling of disinfectant (powder) to overcome bad odour
8	Manual Rag-picking or hand-picking of rags etc by labour by wearing gloves and mask from stabling line No. 1 to 2 and bypass line to free stabling lines from polythene bags, paper bags, aluminium foils, teacups, stinky eatable pouches, littered bottles and garbage etc., and collecting into the bags and sprinkling of disinfectant (powder) to overcome bad odour
9	Removal of all floating waste from drains adjoining tracks within Station limits to keep environmentally clean with appropriate tools etc., wire claws (Taar Panji, Phowarh etc), and sprinkling of disinfectant to overcome bad odour
10	Cleaning and disposal of wet & dry garbage from all Gardens available within Station
11	Daily cleaning of dustbins/ spittoons placed at Station and covered with more polythene bags of 50 micron on regular basis
12	Collection and disposal of wet & dry garbage, refuse etc., accumulated at Station including collection & disposal of waste from pantry of OBHS trains. All garbage wastages (plastic bottles, carry bags, wrappers, food remnants, disposable cups and plates etc) must be properly collected in Jumbo bags for disposal at nominated pick-up points for its regular transporting by MCGM/civic bodies outside Station Building. At no point of time, there should be no accumulation of garbage, overflowing etc., permitted disinfectants must be used around garbage bins & other areas as required to ward-off bad odour
12(a)	Rodent & pest control with men, material, pesticides etc., over passenger amenities and on areas as required.

(3) Price variation: - PVC will be applicable as per General Conditions of Contract of Services 2018 item 5.7.

(4) Period of contract: - Four years from the date of actual commencement.

(5) Termination of the contract: - As per General Conditions of contract of Services 2018 termination of contract will be dealt as per item 7.4.3.

(6) Penalty for unsatisfactory work: - In case of non-compliance of cleaning activities, imposition of penalty will be as below: -

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- a Maximum marks are in the form of $a \times b \times c$ [a = Maximum marks for the activity = 2], [b = nos. of times (frequency) in the day the activity is carried out] AND [c = weightage]
- b Penalty worked out under table shown below: -

Sr No	Remarks	Cleaning activities	No of YES	Performance (in approx. %)	PAYMENT	Penalty
(a)	(b)	(c)	(d)	(e)		(g)
1	Satisfactory	12 Nos.	28 to 35 Yes	80% to 100%	Full Payment	XX
2	Partial Satisfactory	12 Nos.	18 to 27 Yes	50% to 79%	PAYMENT – 75% of the daily contract value	25% of the daily contract value
3	Unsatisfactory	12 Nos.	14 to 17 Yes	40% to 49%	No Payment for the day	No payment for the day
4	Poor Performance	12 Nos.	Less than 13 Yes	< 40%	Nil & deduction Rs. 2,500/- per day	No payment for the day plus Extra penalty @ Rs. 2,500/- per day
5	Other penalties					As per penalty clause
6	The daily score sheets devised and included in the tender shall be signed by the Dy. SM/SM and the Contractor's representative nominated for the work under stamp and seal. Any failure may invite punitive action on the SM and the Contractor the decision, in this regard, will be under the purview of Sr. DOM (G) BB					

NOTE: The appropriate penalty clause would be as under: - (i) Penalty for lesser number of labourers engaged – 5% of the rate payable for each labourer less engaged along with proportionate no payment for each labourer less engaged (ii) Penalty for poor quality of work done: Based on the score card system proposed by the Department (iii) In terms of clause 4.17.1 of GCC for services, amount of penalty should not exceed 10% of the original contract value or as prescribed in the bid document. In terms of clause 4.11.4 of GCC for Services, 'If the penalty imposed exceeds 50% of the applicable maximum penalty (as per revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable PG, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

6 (b)	Non-performance of machines/ chemicals & rodent control:	
	For non-performance of machines:	
i.	High pressure water jet cleaner	Rs. 700/- per machine per day
ii.	Wet & Dry Vacuum cleaner	Rs. 300/- per machine per day
iii.	Manual mechanical sweeper	Rs. 300 per machine per day
vi.	Single disc floor scrubbing machine	Rs. 450 per machine per day
v	Push behind Auto Scrubber drier (battery operated)	Rs. 1,200 per machine per day
vi	Mobile High pressure Jet Machine	Rs. 500/- per machine per day
Vii	Battery operation stand-on- scrubber drier	Rs. 3,500/- per machine per day
viii	Non compliance of Biometric attendance	Rs.500/- per day
	Note: In the event of wear & tear of machine, arrangement for its repairs to be made within 24 hours from the time of reporting failure, failing which beyond 24 hours penalty will be counted as machine not used and will invite penalty as per item (5) (b) (i) to (vii)	

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6 (c)	Penalty of non-use of pest and rodent control:	Rs. 100/- per case if rodent specifically (rats) found in waiting room & VIP room as per complaint register. Open areas PFs/tracks. In the event of contractor not achieving improvement in rodent control (rates) in a month a lump sum penalty @ Rs. 500/- will be deducted (p.m.)
	Hydraulic self propelled Aerial working platform (Dual mast) or scissor type for roof cleaning upto the height of approx. 18 meters	Scope: - It must be utilized for roofs and aide walls cleaning of Station building (including internal and outer facade of station building) and platform roof. Non working of Aerial work system will invite penalty of Rs. 700/- per day

(7) **Inspection:** - The Sr.DOM (G) or his authorized representative will inspect the work awarded.

(8) **Payment terms: -**

- i. The contractor shall claim the monthly bills as per accepted rates and tender conditions.
- ii. The contractor shall submit the statements showing labour names, number of man days worked, minimum wages rates along with statutory deductions made against EPF, ESIC etc., as per labour laws. He shall also produce self-attested challans showing statutory obligations of EPF (digital ECR statements) and ESIC complied against labour engaged with railway establishment/site only.
- iii. The contractor must provide details of consumables stores and chemicals as required to perform cleaning work on monthly/quarterly basis. Proper source with valid purchase Invoices of authorised dealer/OEM to be furnished to Sr. DOM (G) or his representative as and when required.
- iv. All on-line payments made against EPF, ESIC for the labour assigned at Station must be supported with monthly challans of the specific Station only.
- v. The bills shall be submitted to SM in triplicate. It should be supported with abstract of summary drawn on the basis of daily scoring/marking done by SM/Dy. SM (shift-wise) on Annex-10 adopted to measure work.
- vi. SM shall verify the details (monthly summary of scoring, monthly wages sheets, documentary proof of EPF/ESIC, ECR, etc) and shall forward to Sr. DOM (G)'s office/Exec. Engineer entering details in the Measurement Book.
- vii. Station Director/Station Manager (Kurla) will ensure contractual obligations including test-checks while forwarding bills for passing: -

Bills Preparing Unit: Station Manager KALYAN
Bills Recommending Officer: STATION DIRECTOR, KYN
Bills Passing Authority: Sr. DOM (G) BB
Bills Paying Authority: Sr. DFM BB

- viii. Payment of amount due shall be made by cheque or through the Chief Cashier/ NEFT at the direction of the Railway Administration. The Contractor shall open bank account of all Contract labourers/supervisors and payments of salary to made through ECS and submit salary statement acknowledged by labour and certified from SM. Cheque payment can be done only in exceptional circumstances after obtaining approval of Railway Administration.

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- ix. Monthly bills are subject to passing on due fulfillment of labour rules, deductions of penalty, if any imposed and income-tax or any other similar statutory liabilities arising out of various taxes, which are amended from time-to-time. **GST as applicable or amended from time-to-time shall only be reimbursed, subject to submission of the documentary evidence as required by finance department or as instructed in the LoA/CA.**

(9) Labour, machine and other requirement: -

Labour			Machines			Other (s)
Sr. No	Labour	Nos.	Sr No	Details (as per specification)	No	
1	Unskilled	150	1	High pressure water-jet	04	i. Periodical maintenance of machines & equipments.
2	Semi-skilled (Supervisory)	06	2	Wet & dry vacuum cleaner	03	ii. Consumables for machines and equipments.
	Total	156	3	Manual Mechanical sweeper	04	iii. Cleaning agents for periodic application.
			4	Single-disc floor scrubber machine	03	iv. Tools/appliances like high productivity long handled push brushes, sweeping mops, wringer trolley with tool kit, adjustable pole mounted brooms of Diversey or reputed make, signage boards, fluorescent safety jackets-cum-uniform, protective shoes-cum-boots, latex hand gloves, disinfectant powder similar to carbo-phenol powder/disinfectant bacterial deodorant powder, high intensive chemicals equivalent to TASKI 'Spiral' or similar agents for removing stains, etc. along with polythene bags, deodorant cakes, Air-fresheners etc., in adequate quantity for upkeep of Station.
			5	Push behind Auto scrubber drier (Battery operated)	05	
			6	Arial cleaning machine	01	
			7	Mobile high pressure water jet	02	
			8	Mini scrubber	02	
			9	Battery operated stand-on scrubber drier	01	
				Total	25	

(10) Variation in quantity: - The details are stipulated in para 37 and 38 of the GCC for services 2018.

(11) Illegal Gratification: -

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amount so payable from any money due to the contractor(s) under this contract or any other contracts with the Railway.

Signature
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(12) Issue of photo identity cards to contract staff engaged by the Railway contractors to work in the Railways:

Please note that the contractor shall arrange to submit necessary photo identity cards of all the persons who are engaged to execute the railway works along with the verification certificate issued by the concerned Local/ Railway Police for having verified their antecedents to this office for necessary signature. The contract staff shall keep the photo identity card along with the verification certificate issued by the concerned Local/Railway Police with them and the same shall be shown as and when necessary. The contract shall also submit a list containing the name, address, age, designation, Name of the work, 'Letter of Acceptance' agreement No. and date, period and duration of permission required to work in the Railway area etc., of all contract staff engaged to execute the Railway work to this office for necessary permission.

(13) Contract Agreement: -The contractor after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways prescribed and place the same with the Railways together with conditions of contract, specifications and schedule of prices referred to therein duly complete. Until the formal agreement is executed, this letter of acceptance shall constitute a binding on this contract between you and the Railways.

(14) Arbitration clause: -In case of any dispute of any nature arising of the execution of the contract, it shall be support to arbitration as per Item 67 of GCC of Services 2018 in force or as amended from time-to-time.

(15) Performance Guarantee: - PG at a rate of 10% of the contractual value i.e Rs. 1,37,20,000.00 (Rs. One crore thirty seven lakh twenty thousand only) shall be deposited by the successful bidder. The successful bidder shall have to submit a PG value 10% of the contract value in four separate parts of 2.5% each of the contract value, with in 30 (thirty) days from the date of issue LoA. Extension of time for submission of PG beyond 30 days and upto the date of submission of PG from the date of issue of LoA maybe given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. 31st day after the date of issue of LoA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LoA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work, In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute. The other details of PBGs will be as per GCC of services.

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4.11.2 The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

4.11.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

4.11.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

4.11.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value -

- (a) A deposit of cash;
 - (b) Irrevocable Bank Guarantee;
 - (c) Government Securities including State Loan Bonds at 5% below the market value;
 - (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (f) A Deposit in the Post Office Saving Bank;
 - (g) A Deposit in the National Savings Certificates;
 - (h) Twelve years National Defence Certificates;
 - (i) Ten years Defence Deposits;
 - (j) National Defence Bonds and
 - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

4.11.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

16. Strict observation of compliance of Annex-1 A (Chemical consumption), material and machines and machines should not be more than 1 year old from the date of physical execution of work.

17. Material and machinery (Annex- 1 G) requirements given should be complied and compliance certificate about the same to be submitted by department at the time of contract agreement vetting.

18. Payment of every bill will be made subject to submission of documentary evidence in respect of wages paid through EFT payment along with Employee Contribution Receipt in respect of EPFO and ESIC in respect of employees deployed at Kurla Station for this particular contract only (and not merged with labour deployed on other contracts). Bills will be paid only on compliance of these conditions

(19) **Contract Agreement:** -The contractor after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways prescribed and place the same with the Railways together with conditions of contract, specifications and schedule of prices referred to therein duly complete. Until the formal agreement is executed, this letter of acceptance shall constitute a binding on this contract between you and the Railways.

(20) **Arbitration clause:** -In case of any dispute of any nature arising of the execution of the contract, it shall be support to arbitration as per Item 67 of GCC of Services 2018 in force or as amended from time-to-time.

Acceptance of LOA: -Kindly acknowledge the receipt of this LOA in triplicate and return two copies of the LOA duly signed on each page by legally authorized representative of you holding valid power of attorney within 14 days from the date of issue of this LOA.

Rates vetted from
original TCR

Balbir
SrSO (w) kindly vet the LOA
26/09/18
26/09/18

Yours faithfully

(Ashok Kumar Tiwari)
Sr. DOM (G) BB
For & behalf of President of India

c/- DRM, ADRM (SO), Sr. DFM and Sr. DCM } for kind inf.
Please.

c/- Station Manager Kalyan

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

for kind information, please.

(Ashok Kumar Tiwari)
Sr. DOM (G) BB
For & behalf of President of India