

Central Railway

Divisional Office  
Operating Branch  
CSMT

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

Date: 23/05/2019

M/s CIS Bureaus Facility Services (P) Ltd.,  
101, Khushwah Chambers, Makhwana Road,  
Oppt. Apurva Industrial Estate,  
Marol Metro Station,  
Andheri (E), Lane adjacent to BPCL Petrol Pump  
Mumbai 400 059.

Dear Sir,

Letter of Acceptance

Sub: Letter of Acceptance towards Outsourcing of upkeep/Maintenance-cum-Mechanised cleaning for a period of 45 months of Kalyan Railway Station.

Ref: - i. E-Tender No. OPTG/KYN/5 dated 08/02/2018 Technical Bids opened on 08/03/2019, Price bid opened on 05/04/2019.

ii. Negotiation Letter No. BB/T/340/SS/46/tenders dated 13/05/2019.

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1. **ACCEPTANCE OF OFFER:** - The Railway Administration is pleased to accept your lowest negotiated offer to perform the subject work as per the schedule of work at a cost of ₹. 16,17,89,729.00 (₹. Sixteen Crore seventeen lakh eighty nine thousand seven hundred and twenty nine only) plus GST as applicable or as amended from time to time. In the event of GST being discontinued the same shall not be payable for a period of 45 months from the date of actual commencement of work in accordance with the terms and conditions embodied in this LoA and that provided for in the E-tender papers including GCC for Services 2018 of Railways.

1 (a) Abstract of negotiated offer: -

S N	Description	Name of the tenderer (L-1) M/s CIS Bureaus Facility Services (P) Ltd., (negotiated offer)
1	Labour plus Statutory obligations	₹. 13,22,91,693.00
2	Machinery	₹. 67,52,246.00
3	Material & Others	₹. 1,26,82,380.00
4	Services charges (quoted by the tenderer)	₹. 1,00,63,510.00
5	Total Net offer value	₹. 16,17,89,729.00

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 [weightage-2].	--	Continuous basis in each shift
12 (a)	Rodent & pest control with men, material, pesticides etc., over passenger amenities and on areas as required.	1,01,769	
	G. Total	3,04,582 + 101769 rodent area in sq meter	35 YES

## 2 (a) Details of manpower &amp; machines: -

Labour			Machines		
Sr. No	Labour	Nos.	Sr No	Details (as per specification)	No
1	Unskilled	150 ✓	1	High pressure water-jet	04
2	Semi-skilled (Supervisory)	06 ✓	2	Wet & dry vacuum cleaner	03
	Total	156 ✓	3	Manual Mechanical sweeper	04
			4	Single-disc floor scrubber machine	03
			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

3. **PERIOD OF CONTRACT:** - The contract work period is for 45 months from the date of actual commencement of work.
4. **Penalty:** The work indicated in Annex-10 should be carried out to the utmost level to the satisfaction of on duty SM, deficiency brought out should be made good without delay and in case of non-compliance, imposition of penalty will be as below: -

Penalty clause						
S N	Remarks	Cleaning activities	No of Yes	Performance (in approx %)	Payment	Penalty
(a)	(b)	(c)	(d)	(e)	(f)	(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	Less than 40%	Nil & deduction Rs. 2,500/- per day	No payment for the day plus Extra penalty @ Rs. 2,500/- per day

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<b>5</b>	<b>Penalty of labour</b>
<b>(a)</b>	<b>Penalty for lesser no. of labour engaged: Penalty for 5% of the rate payable for each labour less engaged along with proportionate no payment for each labour less engaged.</b>
	<b>Penalty for poor quality of work done: Based on the score-card system proposed by the Department.</b>

<b>5</b>	<b>Non-performance of machines/ chemicals &amp; rodent control:</b>	
<b>(b)</b>	<b>For non-performance of machines:</b>	
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
vi	Non-compliance of Bio-metric 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)	
<b>5</b>	<b>Penalty of non-use of pest and rodent control:</b>	
<b>(c)</b>		<p><b>Open areas PFs/tracks. In the event of Contractor not achieve improvement in rodent control (Rats) in a month a lump sum penalty @ Rs. 500/- will be deducted (p.m.)</b></p> <p><b>Closed area (offices, VIP room/ waiting halls etc.) penalty @ 100/- as per complaint register.</b></p>
		<b>Rs. 100/- per case if rodent specifically (rats) found in waiting room &amp; VIP room as per complaint register</b>
<b>5</b>	<b>Hydraulic self propelled Aerial working platform (Dual mast) or scissor type for roof cleaning upto the height of approx. 18 meters</b>	<p>Scope: - It must be utilized for roofs and aide walls cleaning of Station Building (including internal and outer façade of station building) and platform roof.</p> <p>Non working of Aerial work system will invite penalty of Rs. 700/- per day.</p>
<b>(d)</b>		

## 6. PAYMENT TERMS: -

- The contractor shall claim the monthly bills as per accepted rates and tender conditions.
- The contractor shall submit the statements showing labour names, number of man days worked, minimum wages rates along with statutory deductions made against EPF, ESIC etc., as per labour laws. He shall also produce self-attested challans showing statutory obligations of EPF (digital ECR statements) and ESIC complied against labour engaged with railway establishment/site only.

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- 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 (Kalyan) will ensure contractual obligations 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**

- vi. Payment of amount due shall be made by cheque or through the Chief Cashier/ NEFT at the direction of the Railway Administration. The Contractor shall open bank account of all Contract labourers/supervisors and payments of salary to made through ECS and submit salary statement acknowledged by labour and certified from SM. Cheque payment can be done only in exceptional circumstances after obtaining approval of Railway Administration.
- vi. Monthly bills are subject to passing on due fulfillment of labour rules, deductions of penalty, if any imposed and income-tax or any other similar statutory liabilities arising out of various taxes, which are amended from time-to-time. GST as applicable or amended from time-to-time shall only be reimbursed, subject to submission of the documentary evidence as required by finance department or as instructed in the LoA/CA.

7. **PERFORMANCE GURANTEE:** - PG @ 10% of the contract value i.e. (₹.) 1,61,78,973/- (₹.) One crore sixty-one lac. seventy eight thousand nine hundred and seventy three only) shall be deposited by the successful bidder. The successful bidder shall have to submit a PG valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days) i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG 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. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60<sup>th</sup> day is bank holiday

*Calder*

For successful running of machines contractor will use his own suitable extension cord/industrial wirings, electrical gadgets etc.

\*Shortage of water supply/ breakdown of powers supply cannot be cited as a reason for non-performance of contract.

17. (a) Price Variation clause (PVC): The PVC will be applicable as per Item 5.7 of the GCC for Services 2018.

Yours faithfully,

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

C/- DRM,  
ADRM (S),  
Sr. DFM  
Sr. DCM  
Sr. DEE (G)

} for kind information please  
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- " -  
- " -  
for kind information & necessary action please.

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

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

Rates vetted from  
origi negotiated TCR  
Sulit  
27/05/19  
Sr. DOM

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