

Central Railway

Divisional Office  
Operating Branch  
CSMT

No. BB/T/340/SS/46/Cluster-2

Contract Agreement Vended with  
respect to rates only accepted  
by the accepting authority  
subject to this office letters  
No. BB/AC/FX/DA/CA/2019/30441 dt. 22/09/19  
SSO (FX) 22/09/19  
ADFM 22/11/19

M/s KHFM Hospitality & -  
Facility Mgmt Services Ltd  
Shop No. 01, Nirma Plaza,  
Makwana Rd, Marol Naka,  
Andheri East, Mumbai,  
Maharashtra 400059

Sub: Letter of Acceptance(LOA) towards work of Outsourcing-cum-Mechanised  
Cleaning of Stations in cluster formation (Cluster-2).

Ref: - i. Tender No. BB/T/340/SS/46/Cluster-2 dated 22/10/2018 (Tech Bid).  
ii. Price bid opened on 08/01/2019.

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1. Accepted Rates: - The Railway administration is pleased to accept your lowest eligible offer to perform the subject work as per the schedule of work at a cost of (₹.) 8,08,00,001.00 (₹. Eight crore Eight lakh and one) plus GST as applicable or as amended from time-to-time for a period of two years from actual date of commencement in accordance with the E-tender terms and conditions stated in LoA, tender document. The subject contract shall be governed under GCC for Service 2018 or as amended from time-to-time.

Sr No	Description	M/s KHFM Hospitality & - Facility Mgmt Services Ltd
1	Labour + Supervisors and statutory obligations:	
	Total 118 unskilled labour + 10 supervisors and their statutory obligations at 10 Stations mentioned in the tender booklet	6,09,00,000.00
2	Machinery: -	
	i) High pressure water jet cleaner - 08 nos ii) Wet & dry vacuum cleaner - 10 nos iii) Single disc floor scrubbing machine - 04 nos. iv) Push behind Auto-scrubber drier (battery operated) Swingo 760 - 01 nos.	11,50,000.00
3	Material cost: -	
	Material cost: (Material, chemicals, tools, brushed and accessories, electric charges, garbage disposal charges, Rodent control and uniform)	98,00,026.43
4	Profit margin	
	Profit margin @ 10% (quoted rate by contractor)	89,49,974.57
	Total	8,08,00,001.00

16-01-19



**Total rate: - per month (₹.) 33,66,666.70833 per month plus GST as applicable or as amended from time to time subjected to documentary evidence. If GST is waived off or discontinued the same shall not be claimed by the contractor.**

2. **Scope of work: -** Scope of work as per E-Tender enclosed as Annex-4 (enclosed).
3. **Price variation: -** PVC will be applicable as per General Conditions of Contract of Services 2018 Item 5.7.
4. **Period of contract: -** Two years (24 months) from the date of actual commencement.
5. **Termination of the contract: -** As per GCC 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 as per Annex-4 (enclosed).
7. **Inspection: -** Sr. DOM (G) or his Authorised Representative will inspect the work as awarded: -
8. **Payment terms: -** As per TD page - 15 payment terms will be strictly followed.
9. **Labour, machine and other requirement: -** Enclosed.
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 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 Railways.
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 labourers engaged to execute the railway work.

The Contractor shall ensure necessary police verification while deployment at Railway Station form concerned Local/Railway Police for having verified their antecedents of good character.

The staff shall keep the photo identity card issued by the Contractor with stamp and seal of concerned SM/CNC while working at Stations.

The Contractor shall produce the list of employees along with PF/ ESIC Number being allotted to work in the Railway area to this office.



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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 will be dealt as per arbitration clause as per Item 67 or GCC for Services 2018 in force or as amended from time to time.
15. **Performance Gurantee:** - PG at a rate of 10% of the contractual value i.e. ₹. 80,80,000/- (₹. Eighty lakh eighty thousand only) shall be deposited by the successful bidder in compliance to GCC of Services 2018 Item 4.11.
16. Strict observation of compliance of Annex-1 (Chemical consumption), material and machines should not be more than 1 year old from the date of physical execution of work.
17. Material and machinery (Annex -6) requirement given should be complied and compliance certificate about the same to be submitted by Department at the time of contract agreement vetting.
18. As per Tender document page 14, 15, 16 & 17 payment of every bills will be made subject to submission of documentary evidence in respect of wages paid through EFT, payment along with Employees Contribution receipt in respect of EPFO or ESIC in respect of employees deployed at 10 Stations (Cluster-2) for this particular contract only( and not merged with labour deployed on other contracts). Bills will be paid on compliance of these conditions.
19. During vetting of the contract agreement details of labour deployed respective EPFO and ESIC registration to be submitted by L-1.
20. Strict compliance of uploaded of labour date on Railways' shramikkalyan portal by the Contractor on [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)
21. Strict compliance of payment of Bonus under the payment of Bonus Act, 1965 to avoid any industrial unrest.
22. Strict compliance of obtaining requisite labour license for cluster-2 (10 stations of railways) as per Labour rules and regulations.
23. The numbers of labour has been identified cluster-2 for all the 10 stations. Engagement of machines, material & chemicals etc for cluster-2 (10 stations) shall be properly bifurcated considering the quantum of work load, traffic and footfalls. Contractor shall provide the details of distribution of machines, material and chemical station wise. Sr. DOM (G) is empowered to make changes, at any time, in the best interest of railways/performance and decision of the same shall be binding upon the Contractor.

Balkrishna  
16.01.19



- 24 (a) Compliance of Minimum Wages to Labourers and Supervisor strictly as per rates defined by Chief Labour Commissioner (Central Wages), for scheduled of Employment of sweeping and cleaning excluding activities prohibited under the employment under the employment of manual scavengers and construction of dry latrines (prohibition) Act, 1993 as per area. For estimation purpose the labour rates for (Vikhroli, Kanjurmarg, Bhandup, Nahur and Mulund it is considered as A-category rates & for (Kalva, Mumbra, Diva, Kopar and Thakurli it is considered as C-category). However, in case of any amendment or clarification the decision of Chief Labour Commissioner shall be binding upon the Contractor and contractor has to abide the same.
- (b) Strict compliance of Annexure-12 & 13 while execution of work.

24. **Acceptance of LoA:** - Kindly acknowledge the receipt of this LoA for record and physical execution. Until signing of Contract Agreement this LoA terms and conditions, E-tender terms and conditions shall be binding upon the contractor.

Yours faithfully,

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

For kind information please.

C/- DRM,  
ADRM (S),  
Sr. DFM,  
Sr. DCM and  
Sr. DPO

C/- Station Manager (Vikhroli, Kanjurmarg, Bhandup, Nahur, Mulund, Kalva, Mumbra, Diva, Kopar, Thakurli) - for information and necessary action.

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

For kind information, please.

(Ashok Kumar Tiwari)  
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