

Central Railway

Divisional Office
Operating Branch
CSMT

No. BB/T/340/SS/46/cluster-III

Date: 21/06/2019

M/s CIS Bureaus Facility Services (P) Ltd.,
101, Khushiwadi Chambers, Makliwadi 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 24 months of Stations in cluster formation (Cluster-III).

Ref: - i. E-Tender No. BB/T/340/SS/46/Cluster-III dated 22/10/2018 Technical Bids opened on 11/03/2019, Price bid opened on 13/05/2019.

1. **ACCEPTANCE OF OFFER:** - 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 ₹. 8,75,66,246.47 (₹. Eight ^{crore} lakh seventy five thousand sixty six thousand two hundred forty six and forty seven paise 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 24 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 (L-1) offer: -

S N	Description	Name of the tenderer (L-1) M/s CIS Bureaus Facility Services (P) Ltd.,
1	Labour plus Statutory obligations ✓	₹. 6,10,13,472.00 ✓
2	Machinery ✓	₹. 12,18,072.00 ✓
3	Material & Others ✓	₹. 1,95,34,702.47 ✓
4	Services charges (quoted by the tenderer) ✓	₹. 58,00,000.00 ✓
5	Total Net offer value	₹. 8,75,66,246.47 ✓
	Value rounded to	₹. 8,75,66,246.00 ✓
	Rate per month	₹. 36,48,593.58333 ✓

2. **Scope of work towards outsourcing the work of upkeep/maintenance-cum-mechanised cleaning of Stations (Cluster-III) 10 Stations (Dockyard Road, Rey Road, Cotton Green, Sewri, Vadala Road, King Circle, Guru Tej Bahadur Nagar, Chunabhatti, Tilak Nagar, Chembur, Govandi & Mankhurd.)**

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

16	Power cord length of integrated battery charger	3m
17	Sound level	58 dB(A)
18	Electrical protection class and Approval	III & CE/CB Test cert.
19	Intelligent Flow technology	Yes
20	Battery management system	Yes
	It should have Dual Axle system for maneuverability, V shaped Squeeze body made of one single aluminum piece with flexible suspension with click mechanism for fixation, splash water protection for safety of electrical items. proven 3-caster wheel concept for Squeeze adjustment and Tank material with elastic Polypropylene, brush hood shall be flexible to allow deflection.	

4. **PERIOD OF CONTRACT:** - The contract work period is for 24 months from the date of actual commencement of work.
5. **Penalty:** The work indicated in Annex-4 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: -

Sr. No.	Remarks	Total Cleaning activities	No. of YES	Performance in approx. (%)	Payment	Penalty
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Satisfactory	10 Nos.	08 Yes to 10 Yes	80% to 100%	Full Payment	XX
2	Partial satisfactory	10 Nos.	05 Yes to less than 8 Yes	50% to 79%	PAYMENT - 75% of the daily contract value.	25% of the daily contract value.
3	Unsatisfactory	10 Nos.	04 YES to less than 05 YES	40% to 49%	No payment for the day	No payment for the day
4	Poor performances	10 Nos.	Less than 04 Yes	Less than 40%	Nil & deduction Rs. 2,500/- per day.	No payment for the day plus extra penalty @ Rs. 2,500/- per day.
Remarks:- The daily score sheets devised and included in the tender schedule shall be signed by the SM/Dy. SM (OPTG/ COMML) and the Contractor's representative nominated for the work under stamp and seal. Any failure may invite punitive action on the Station Manager/Incharge of the Station and the Contractor, the decision in this regard shall be under the purview of Sr. DOM (G). BB						

5 (a)	Penalty of labour
	Penalty for lesser number 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.
	Penalty for poor quality of work done: Based on the score-card system proposed by the Department.

5 (b)	Non-performance of machines/ chemicals & rodent control:	
	For non-performance of machines:	
i.	High pressure water jet cleaner	₹. 700/- per machine per day
ii.	Wet & Dry Vacuum cleaner	₹. 300/- per machine per day
iii.	Single disc floor scrubbing machine	₹. 450 per machine per day
iv.	Push behind Auto Scrubber drier (battery operated)	₹. 1,200 per machine per day
v.	Non-compliance of Biometric attendance	₹. 500/- per day per Station

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6. 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 and not merged with labour deployed on other contracts shall not be accepted.
- 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 under (Cluster-3) must be supported with self-attested monthly challans only.
- v. Under this cluster tender, 12 numbers of Stations are nominated where the work is likely to be carried out by the Contractor as per scope of work Annex- 4. The score sheet adopted in the tender document needs to be spirally binded and kept with SMs/DY SMs, who of the basis of work carried out shall fill up the score sheets on daily basis. Subsequently abstract summary duly endorsed with stamp and signature by the Incharge of the station shall be forwarded to Sr. DOM (G)'s. The payment of Minimum wages statements in compliance to Labour Laws as prepared by the Contractor shall also be endorsed with stamp & signature by the Incharge. Based on the documents of (Cluster-3), MVI/TI Cleanliness 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.
- vi. Sr. DOM (G) shall ensure contractual obligations while forwarding bills for passing: -

Bills Preparing Unit:	MVI/TI Cleanliness
Bills Recommending Officer:	AOM (Genl.) BB/AOM (Sub) BB
Bills Passing Authority:	Sr. DOM (G) BB
Bills Paying Authority:	Sr. DFM BB

- vii. 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 respective SMs. 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**

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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. (₹.) 87,56,625/- (₹.) Eighty seven lakh fifty six thousand six hundred and twenty five 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 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. 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 60th day is bank holiday or office closure next working day should be considered at 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 (Refer GCC for services 2018 item 4.11).

8. **VARIATIONS IN QUANTITIES DURING EXECUTION OF SERVICE CONTRACTS:** -

The procedure detailed below shall be adopted for dealing with variation in quantities during execution of service contracts: -

1. Individual NS Items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rates. For this, no finance concurrence would be required.
2. In case any increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions.
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A Grade.
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The valuation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
- (c) Executive of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by

negotiating with existing contractor, with prior personal concurrence of FA & CAO/ FA & CAO (C) and approval of General Manager.

- (3) In case where decrease is involved during execution of contract: -
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% or contract agreement value, the approval of an officer not less than rank of S.A Grade may be taken, after obtaining 'No claim certificate' from the Contractor and with finance concurrence, giving detailed reasons for each 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.
4. The limit for 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% of the total original agreement value.
5. As far 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).
6. For the tenders accepted at Zonal Railways level, variation in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
7. For tenders accepted by General Manager, variation upto 125% of the original agreement value may be accepted by General Manager.
8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).
9. **While vetting of the contract agreement details of labour deployed, respective EPFO and ESIC registration to be submitted by the contractor along with details of labour to be registered in www.shramikkalyan.indianrailways.gov.in**
10. **Contractor may please note that Payment of every bills will be made subject to submission of documentary evidence, in respect of wages paid through EFT payment along with Employee Contribution Receipt of EPFO and ESIC in respect of workers engaged at Stations (cluster-III) for this particular contract only (and not merged with labour deployed on other contracts). Bills will be paid only on compliance of these conditions.**
11. **Strict observation of compliance of Annex-1 (chemical consumption), material and machines. Machines should be not more than one year old from the date of physical execution of work. Documentary proof -cum- delivery notes in respect of machines supplied prior to commencement of work strictly as per E-tender specifications.**
12. **ARBITRATION CLAUSE: - In case of any dispute of any nature arising during execution of service contract, it shall be governed as by IR Arbitration Rules VIII as per GCC Services 2018 applicable or as amended from time-to-time.**

Handwritten signature in red ink.

Yours faithfully,

(Ashok Kumar Tiwari)

Sr. DOM (G) BB

For & behalf of President of India.

वरिष्ठ मंडल परिचालन प्रबंधक (सामान्य)

Sr. Divisional Operations Manager (Genl.)

छत्रपति शिवाजी महाराज टर्मिनस, मुंबई
Chhatrapati Shivaji Maharaj Terminus, Mumbai

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

Rates vetted from
original TCR

Sr. So (Wks) Balhar
24/06/19
please refer the CA

Sr. SNW



(Ashok Kumar Tiwari)

Sr. DOM (G) BB

For & behalf of President of India.

वरिष्ठ मंडल परिचालन प्रबंधक (सामान्य)

Sr. Divisional Operations Manager (Genl.)

छत्रपति शिवाजी महाराज टर्मिनस, मुंबई
Chhatrapati Shivaji Maharaj Terminus, Mumbai