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21-11-17

Par J.S.
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S/Contract

ADM/Fr/TCD - for kind information

Northern Railway

DRM Office
New Delhi1
1/3Tender No. 197-S/60/HK-TKD/2015-17/MC-IV
Date: 21.11.2017M/s National Enterprises
406, GH9, Paschim Vihar
New Delhi

Sub: Tender for "Mechanized Cleaning of floor, pits & toilets, desilting of manholes, drains, disposal of industrial waste, scrap loading, horticultural, shed & Office housekeeping at Wagon Care Centre, Tughlakabad" for Two Years".

Ref: Tender no. 197-S/60/HK-TKD/17/MC-IV opened on 28.08.2017.

In reference to above, your offer for the subject tender has been accepted by the competent Authority on the rates offered by you (total amounting Rs.60,46,207/-).

1. The rates for which your offer has been accepted are detailed as under:

S. No.	Items	Frequency	Total Approx. Qty./Area	Accepted Rates in Rs. (Excluding GST)	
				Unit Rates	Total for two years
1	Mechanised Cleaning of floor by fine scrubbing to keep it free from muck/grime arising due to dropping of oil/grease/effluent and industrial waste by using pre approved biodegradable floor chemical/solvent. Mechanised scrubbing by floor scrubbing /scarifying machine. Removal of industrial waste along with muck/unwanted useless and dumping the same at the nominated place within the depot.	Fortnightly, Total frequency in Two Years = 48	395088 sq. mtr.	2.024	799658 112
2	Cleaning of maintenance shop floor to keep it free from dust, dropping of oil/grime/effluent by sweeping & mopping or hand scrubbing with plata.	Daily, Total frequency in Two Years= 730	11324490 sq. mtr.	0.0584	661350.216
3	Desilting & cleaning of man holes.	Quarterly, Total frequency in Two Years- 8	72 Nos.	190.825	13739.40
4	Desilting & Cleaning maintenance of connected under ground drains.	Quarterly, Total frequency in Two Years- 8	1920 Mtr.	61.489	118058.88
5	Desilting & Cleaning of open drains.	Fortnightly, Total frequency in Two Years = 48	13200 Mtr.	9.299	122746.80
6	Disposal of industrial waste from C&W depot TKD to dumping ground not objectionable to MCD and outside railway land.	Monthly, Total frequency in Two Years- 24	240 cubic Mtr.	144.491	34677.84
7	Thorough cleaning of toilets and its fittings and spraying disinfectant.	Daily, Total frequency in Two Years= 730	10220 Nos.	48.207	492675.54

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8	Regular cutting/ maintenance grass/ plants and trees in depot premises.	Monthly, Total frequency in Two Years- 24	68976 sq. Mtr.	4.778	329567.328
9	Cleaning maintenance of walls, lights, fans, & others by removing cobwebs etc.	Monthly, Total frequency in Two Years- 24	26640 sq. mtr.	9.249	246393.36
10	Cleaning/maintenance of the administrative block & other etc.	Daily, Total frequency in Two Years= 730	1266000 sq. mtr.	0.8421	1066098.60
11	Removal of dead animals/birds.	As & when required	24 Nos.	1431.178	34348.272
12. 1	Cleaning/maintenance of train duty office by sweeps/ scrubbing of mopping.	Daily, Total frequency in Two Years= 730	217540 sq. mtr.	4.617	1004382.18
12. 2	Mopping/Scrubbing/ cleaning of staff canteen.	Daily, Total frequency in Two Years= 730	41318 sq. mtr.	4.617	190765.206
12. 3	Mopping/Scrubbing/ cleaning of motor garage.	Fortnightly, Total frequency in Two Years = 48	2928 sq. mtr.	4.617	13518.576
12. 4	Sweeping/Mopping and Scrubbing (if required) of Cycle/Motorcycle parking.	Daily, Total frequency in Two Years= 730	137970 sq. mtr.	4.617	637007.49
13	Mopping/Scrubbing/ cleaning of guard brake vans.	Daily, Total frequency in Two Years= 730	5840 Nos.	48.154	281219.36
Total value					60,46,207.16 (60,46,207/- Say)

(Total value of Rs. Sixty Lakh Forty Six Thousand Two Hundred Seven only) "Excluding GST".

NOTE:

- 1.1 The above offered Unit rate are inclusive of all charges i.e. transportation, Labour etc. & other applicable charges and no separate charges would be paid whatsoever.
- 1.2 GST (as applicable) shall be extra.
- 1.3 The amount equivalent to GST will be released only after submission of proof of deposit of GST with concern department by the firm.
- 1.4 2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I. Tax deduction certificate will be issued by DFM/Northern Railway/ New Delhi.
- 1.5 2. No extra payment CST/ST, Octroi or other taxes will be made to the agency.
- 2.1 Please attend this office Within 07 day of receipt of this letter for completing the Following formalities.

Performance Guarantee

You are required to submit a Performance guarantee (PG) within 30 (thirty) days from the date of issue of letter of acceptance (LOA) in the form of an irrevocable bank Guarantee/FDR amounting to 5% of contract value i.e. Rs. 3,02,310/-Only in favour of "**Senior Divisional Financial Manager, Northern Railway, New Delhi**" having validity For 30 Months. Extension of time for submission of PG beyond 30(thirty) days and up to 60 Days from date of issue of LOA may be given by the authority that is competent to Sign the contract agreement. However, a penal interest of 15% per annum shall be charges 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 even after 60 days from the date of issue of LOA, the

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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.

2.2

Security Deposit.

Security deposit for this work @ 5% of the contract value shall be **Rs. 3,02,310/-**. The Earnest Money deposited by you with her tender for **Rs. 1,71,140/-** shall be retained by the Railways as a part of security for the due & faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the amount of **Rs. 1,31,170/-** shall be recovered @10% of the bill amount till the full security deposit is recovered.

2.3

Agreement

The agreement shall be executed between your firm and the Railway Administration on Stamp paper of **Rs. 100/-**. The firm shall arrange 01 stamp paper of **Rs.100/-** each and 02 Passport size photo of the contractor signing the agreement. Name and designation/Post Along with contact Name, email ID etc. should also be mentioned before signing the Contract agreement.

Until a formal agreement is prepared and executed, this letter of acceptance shall constitute a binding of contract between Railway and your Organization. All terms and conditions given in the tender document under reference above have been accepted by you and work is to be carried out as per scope/schedule of work of the tender document.

Please note that in case of failure to comply with the above mentioned instructions within the stipulated time, the earnest money deposit of **Rs. 1,71,140/-** shall be forfeited and the offer will be treated as cancelled without assigning any reason whatsoever and the contract will stand terminated in terms of clauses of 62 of general condition of contract.

Please start the work at the earliest after consultation with ADME/Fr./TKD.

Please inform the name of the authorized representative along with contract number responsible for executing the subject work.


DME/C&W
New Delhi

DA/- Scope of work

Copy to:

 ADME/Fr./TKD

SPECIAL CONDITIONS OF CONTRACT

Tender for : " Mechanized cleaning of floor, pits & toilets, desilting of man holes, drains, disposal of industrial waste, scrap loading, horticulture, shed & office house -keeping at Wagon Care Centre, Tughlakabad for Two years".

The tenderer/contractor submitting their bids shall ensure compliance to the following-

A. EXPERIENCE ELIGIBILITY

The contractor shall have experience either in carrying out mechanized cleaning Facility management service contract (s) in Railways/ Metro Railway/Airlines/Airport/ Hotels (minimum 3 star hotel)/ Hospitals (minimum 100 beds Hospital)/ Shoping Malls (minimum 3 lakh Sq.ft area) or shall have experience in carrying out "On Board Housekeeping Services on trains (OBHS)".

The term "Mechanized cleaning / Facility management" above shall mean, use of machines/ equipments like high pressure water jet machines, scrubbing machines, vacuum cleaners etc. for cleaning activities" and On Board Housekeeping Services on train's (OBHS)" should mean cleaning and hygine attention by deploying on board cleaning staff in trains during run from originating station to destination and back.

TECHNICAL & FINANCIAL ELIGIBILITY

- As a proof of technical experience/ competence, the tenderer should have completed in the last three financial years (i.e. current year and three previous financial years) at least one similar single work for a minimum value of 35% of advertised tender value of the work. Similar work shall be taken as specified in A. above.

Necessary certificates from the organization for whom the similar work executed along with approximate value of contract at the time of award, date of award and date of schedule, completion of work, date of actual start, actual completion and final value of contract shall have to be given.

- As a proof of financial capacity for undertaking this work, the tenderer should have received total contract amount during the last 3 financial years and in the current financial year, which should be a minimum of 150% of advertised tender value.

Necessary certificates duly attested and audited balance sheet duly certified by the Chartered Accountant, shall have to be attached with the tender.

- The following documents should be submitted along with tender –
 - List of Personnel, organization available on hand and proposed to be engaged for the subject work.
 - List of Plant and Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
 - List of works completed in the last 3 financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule, completion of work, date of actual start, actual completion and final value of contract should also be given.
 - List of works on hand indicating description of work, contract value approx. value of balanced work yet to be done and date of award.



- Note: (i) In case of items (c) & (d) above, supporting documents/ certificates from the organizations with whom they worked / are working should be enclosed.
- (ii) Certificates from Private individuals for whom such works are executed / being executed shall not be accepted.
- (iii) No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.

B. OTHER TERMS & CONDITIONS

1. The work shall be carried out as per 'Detailed scope of work' as specified in **Annexure-I**. The contractor shall use his own resources required for the job. The contractor and his representative deputed for the job are to provide their e/mail id for official correspondence.

Once the contract is awarded, the contractor and his supervisor will understand the entire scope of work physically on the very first day of starting of work and do the work accordingly on daily basis. The monitoring proforma will also be maintained by the contractor or his representative and verified by nominated Railway staff at the end of every day.

2. The contractor will depute only his own employees. The contractor should engage only those persons who have been medically examined by the Medical Practitioner having minimum MBBS degree and their character should also have been duly verified by the police / Gazetted officer/ Notary / Sarpanch/Village Pradhan. However in case of Govt./Public Sector agency engaging staff, such certificate /character verification will be exempted. The contractor shall submit the medical fitness and character certificates of his employees, who shall carry out the said works, to concern ADME, before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee.

3. The contractor shall submit the BIO-DATA (Name, Father's name, Address, Age, Passport size photo & employee no. etc.) of his employees duly attested by the contractor to the concerned ADME/SSE, before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee.

4. **Issue of Entry Permit:** Contractor should issue Identity badges (as per approved format by concerned ADME/SSE) to all his labour being engaged to carry out the Work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractor' labour on left side on the chest every time, during their presence on Railway Premises.

5. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.

6. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.

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The contractor shall be liable for the safety of the workers during the course of contract. It is made clear that no claim compensation would be entertained for any type of accident/accident involving the labour. Any compensation however as required under law would be payable by the contractor.

8. The Railway may provide space for storage of materials, machines & tools etc. on free of cost. Normal single phase electricity connection shall be provided at metered cost. However in case of any loss/theft Railways shall not be responsible for these items.
9. The contractor shall provide at least 13 Nos. of manpower for the works including one efficient and competent supervisor to give necessary direction to contractor's workmen and to see that they execute their work in sound and proper manner. The supervisor will get the attendance of his workmen and same will be verified by nominated Railway staff on daily basis. This daily attendance register will be verified by SSE/Incharge on monthly basis. In case, the contractor or his nominated supervisor fails to get attendance of his workmen, ADME/SSE incharge will be fully competent to take decision in this regard.
10. **A male workman is to be deputed for Brake van cleaning at Train duty office for round the clock.**
11. Ferrous & non-ferrous material lying on shed floor to be collected on daily basis and store in allotted area by the contractor's staff.
12. Work area will be kept free of animals. Contractor shall ensure that cattle & stray dogs to not enter the WCC/TKD compound.
13. This scope of work is not exhaustive and these staff can be deployed by the Railways for any other sundry cleaning and house keeping work within the WCC area or the area of work under ADME/WCC/TKD within the stipulated working hours.
14. Normally, working hours of contractor's staff **will be from 7.30 hrs to 15.00 hrs. However, this timings of work may be changed as per requirement of Railway and changes will be informed to contractor within considerable time.**
15. The cleaning material or other materials, which are to be used for the work by the contractor should be biodegradable and should not harm human beings.

16. PAYMENT TERMS:

- 16.1 Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer, N.Rly, Delhi or his representative, the contractor shall be entitled to receive the value of the work against the work attended/completed during the month after necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or any other contract. The bill should be raised by the contractor on monthly basis and should be submitted latest by 7th of every month.
- 16.2 *Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi.*
- 16.3 *All bills in four copies shall be submitted to concern ADME/depot In charge.*
- 16.4 *Payment will be made only after verification & certification by the concerned ADME/depot In-charge.*
- 16.5 *All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at Annexure-II of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque.*

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- In such case the success of contractor on the contract and have to submit same to the Bank Account Number and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
- 16.6 2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM Northern Railway New Delhi
- 16.7 GST (as applicable) shall be extra.
- 16.8 The reimbursement of GST (as applicable) shall be made only after submission of necessary deposit receipts/challan submitted with concern department.
- 16.9 16.10 No extra payment CST/ST, Octroi or other taxes will be made to the agency.
- 16.11 The value of contract and quantities given in the attached schedule of rates and quantities are approximate and are given only as a guideline. These are subject to variations/ additions and/or omission. The quantum of the work actually carried out shall not from the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.
- 17 Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by Sr.DME/Fr/Delhi, a penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the decision would be final.
- 18 Payment to the staff should be only through bank in the account of the respective staff. It may be ensured that contractor have to submit the proof for labour payment at minimum wage rate (as per Central/Delhi govt whichever is higher) & with every bill for previous bill period. The bill shall not be processed for payment without the proof for labour payment.
- 18 Penalty Clause The Railways reserves the right to deduct the penalties in case of not attending/unsatisfactory work/non-provision of material by the contractor as under:-
- Penalty Clause- The Railways reserves the right to deduct the penalties in case of not attending/unsatisfactory work/non-provision of material by the contractor as under:-
 - Non-attending to any of the activities as mentioned in the detailed scope of work - 15% of the accepted rate for the said activity (If the job is not attended fully, the contractor will not raise the bill for the same and liable to pay penalty of 15% of the work not attended portion. If the job is done partially, contractor is suppose to raise the bill only for the attended portion, however, Railway will levy 15% penalty for the portion not attended only).
 - For any unsatisfactory work / non compliance of any of the activities as mentioned in the detailed scope of the work - 15% of the accepted rate for the said activity for first day. If the this incidence is repeated the next day, then penalty will be increase @ 5 % per day up to 50 %
 - Burning of garbage - Rs. 5000/- for each such case.
 - Not wearing safety jacket by the contractor's employee during carry out the said work - Rs. 50/- per employee per day.
 - For not deploying manpower as specified above or missing at any point of time during the working period - Rs. 200/- per man per day
 - Adverse remark/s on quality of cleanliness by any inspecting Railway official in his/her inspection note.- Rs. 1000/- in each case
- 19 If any compensation/penalty is to be paid by the Railway in compliance of the order/judgement passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor.

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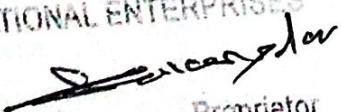
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- 20 Besides specific penalty as above, Tender accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded complaint/s & in case any abnormalities found during inspection by Railway official/s.
- 21 The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways. In this regard decision of Accepting Authority will be final.
- 22 The contractor shall also keep a representative during the execution of the work for liaison.
- 23 In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.
- 24 Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.

Sr. Divisional Mechanical Engineer (Fr.)
Northern Railway, Delhi




संकेत अधिकारी अधिकारी / नियम
नियम विभाग
Div. Me. Engg. (Fr.) / C&W
Northern Railway, Delhi

FOR NATIONAL ENTERPRISES

Proprietor