

GOVERNMENT OF INDIA

CENTRAL RAILWAY



DIVISIONAL OFFICE, COMMERCIAL BRANCH, MUMBAI CST

TENDER DOCUMENT

Tender No: BB.C.130.WA.SC.KYN

Name of Work: CONTRACT FOR HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED FOR A PERIOD OF THREE YEARS.

Tender Booklet Cost: **Rs.2000/-**

1.	Date & Time of Opening of Tender	07/04/2015 at 15.30 hrs
2.	Closing Time of Tender Box	15.00 hrs on 07/04/2015
3.	Last Date of Sale of Tender Form	06/04/2015 upto 17.00 hrs
4.	Last Date for Downloading the Tender Form	06/04/2015 upto 17.00 hrs

Signature and seal of the Tenderer

/-DRM (C) CSTM.

APPLICATION FORM

CONTRACT FOR HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED FOR A PERIOD OF THREE YEARS.

PARTICULARS OF TENDERER :

1	Name of the Tenderer:	
2	Present Residential Address of the Tenderer with Telephone No / Mobile No:	
3	Details of Previous Experience if any in Housekeeping & Sweeping : (Certificate to be Attached)	
4	Have you previously entered into any contract with this railway or any other railway for any purpose, if so give full details:	
5	Banker's Certificate & Solvency Certificate:	
6	Police Verification Certificate:	
7	EMD Particulars: (a) DD No : (b) Date : (c) Drawn On : (d) Amount Rs :	
8	<u>License Fee (Per Annum) to be paid by Licensee to the Railway :-</u> CONTRACT FOR HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED FOR A PERIOD OF THREE YEARS.	In Figure : _____ In Words : _____

Date:

/-DRM (C) CSTM.

(Signature of the Tenderer)
Address & Phone No:

TERMS & CONDITIONS

CONTRACT FOR HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED FOR A PERIOD OF THREE YEARS.

Introduction :-

This is not a normal house keeping contract whereby licensee is paid by the licensor. In present contract the tenderer can earn by selling the collected swept cement etc. during sweeping and has to pay licensee fees to railways and therefore has to quote their bid accordingly.

Tender in sealed cover as per format (Annexure 'A') are invited by the Sr. Divisional Commercial Manager, Central Railway, Mumbai CST, CONTRACT FOR HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED FOR A PERIOD OF THREE YEARS.

Sale of Tender Document :-

1. The tender document containing TERMS & CONDITIONS will be on sale in the office of Sr. Divisional Commercial Manager, Central Railway, Divisional Railway Manger's office, Annexe Building, Ground Floor, Mumbai CST from 10.00 hrs to 17.00 hrs on all working days up to 06-04-2015 on payment of Rs.2000/- (Rupees Two Thousand Only), which is non-refundable.
2. The cost of the Tender Document is to be paid in cash at counter No.21/22 at CSTM, Main Line Booking Office after obtaining a memo from the office of the Sr.Divisional Commercial Manager, Central Railway, Divisional Railway Manger's office, Annexe Building, Ground floor, Mumbai CST.
3. The tenderer, downloading the Tender Document through Internet shall attach a separate Demand Draft (In favour of Chief Cashier, Central Railway, Mumbai CST) for Rs.2000/- (Rupees Two Thousand Only) towards the cost of Tender Document. The date of payment towards the cost of tender document downloaded from the web site should be on or before the date of closing of sale of tender documents i.e. up to 17.00 hrs on 06-04-2015, in addition to separate Demand Draft towards Earnest Money Deposit, otherwise the offers are liable to be rejected.

Signature and seal of the Tenderer

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Earnest Money Deposit :-

1. The Tender Application must be accompanied by a Money Receipt of Rs.18,025/- (Rupees Eighteen Thousand Twenty Five Only) as Earnest Money Deposit is to be paid in cash at counter No.21/22 at CSTM, Main Line Booking Office for which obtaining a memo from the office of the Sr. Divisional Commercial Manager, Central Railway, Divisional Railway Manger's office, Annexe Building, Ground floor, Mumbai CST and the original money receipt must be enclosed with the tender documents, without which no tender will be considered. The Earnest Money Deposit can also be paid in the form of Demand Draft / Bank Pay Order / Bankers Cheque issued by nationalized / scheduled banks, in the name of Sr. Divisional Finance Manager, Central Railway, CSTM and should be valid for 6 months. Tender without valid Earnest Money Deposit will be rejected.
2. The Tenderer should note that Earnest Money Deposit in the Form of Bank Guarantee, Postal Orders and Cheques are not accepted.
3. No interest will be payable by the Railways on Earnest Money Deposit.
4. The Earnest Money will be forfeited in the event of the tenderer withdrawing his offer either before the expiry of 90 days from the date of the tenders are opened or after the acceptance of his tender is communicated to the tenderer.

Submission of Tender Documents :-

The Tender Application should be submitted in the prescribed Application Format as given in this Tender Document itself duly signed with full Postal Address and Telephone Number/Mobile Number.

The Tender document duly completed in all respects and duly signed, to be submitted in a sealed cover duly super scribed on envelopes as "Tender for HOUSE KEEPING, COLLECTION, SEGREGATION OF WASTE AND SWEEPINGS OF CEMENT ETC. ALONG WITH DISPOSAL OF WASTE AND SWEEPING CEMENT ETC. AT KALYAN GOODS SHED" to be dropped in a sealed box kept in the office of the Sr. Divisional Commercial Manager, Central railway, Divisional Railway Manger's office, Annexe Building, Ground floor, Mumbai CST by 15.00 hrs on 07-04-2015.

Signature and seal of the Tenderer

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Opening/ Accepting/ Rejection of Tender:-

1. The Tender will be opened at 15.30 hrs on 07-04-2015 in the office of the Sr. Divisional Commercial Manager, Divisional Railway Manager's Office, Central Railway, Annex Building, Ground Floor, Mumbai CST. The tenderer desirous of witnessing the opening of tender may remain present either in person or through an authorized representative.
2. The Divisional Railway Manager (Commercial) for and on behalf of the Railway Administration reserves the right to reject the tender without assigning any reason or all tenders and shall not be bound to accept the highest or any other quotations.
3. The Earnest Money Deposit of unsuccessful Tenderers will be refunded without any interest after finalization of the Tender within a reasonable time.

General Terms and Conditions :-

1. The contract period will be for 3 years from the date of awarding contract. The reserve price for housekeeping and sweeping contract for lifting / removal of loose cement etc. at Kalyan goods shed is Rs. 3,60,500/- (Rupees Three Lakhs Sixty Thousand Five Hundred Only) per annum.
2. License fees shall be paid on half yearly (Six Months) basis. The tenderer should pay first six monthly license fees before commencement of contract and thereafter subsequent half yearly payments shall be made 15 days in advance before the commencement of respective six month period. Delayed payment shall carry 12 % annual interest.
3. The trucks loaded with the materials collected should be weighed jointly in presence of Chief Goods Supervisor, Kalyan Goods Shed along with responsible RPF staff. A copy of joint weighment report will be treated as authority for removal of goods.
4. The removal will be permitted during day light hours i.e. between 10:00 hrs to 17:00 hrs only.
5. Chief Goods Supervisor (CGS) of the Kalyan Goods Shed shall be the controlling authority for this contract. The contractor shall arrange for trucks and labour at the instructions of the CGS to clear off the sweeping on platform, and tracks etc.

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6. The contractor shall be solely responsible for strictly following all labour laws and other statutory rules and laws of Central Government, State Government, and Local Civil Authorities and other government bodies related to this nature of work. The licensee will indemnify the Railway Administration for laws and damages suffered in the violation of any provisions of the contract labour (Regulation and Abolition) act.
7. The tenderer will have to submit police verification certificate from Local Police Authorities.
8. While carrying out the activity, the contractor has to take all due care so that no railway property or goods in custody of railways are damaged/stolen or caused any harm. In such events the contractor will have to pay all the losses raised against him by the Railways.
9. Sweeping: The quantity of sweeping may vary based on type of the commodity dealt in the shed during the contract period and railway does not accept any liability for such variation in future.
10. Security Deposit: The successful tenderer in all cases should pay amount equivalent to three months license fees as security deposit.

Railway shall not be liable to pay any interest on security deposit. The security deposit will be refunded after successful completion of contract. The Railway Administration shall be entitled to forfeit the said security either in full or in part in its discretion on the contractors, failure to comply with all or any of the terms and conditions of this agreement or their obligations under the contract and this shall be without prejudice to any other rights and remedies of the Railway Administration in that respect. The said security deposit will be increased if considered necessary by Railway Administration taking into account also the volume of traffic and transaction handled.

In the event of any portion of security deposit being so applied by the Railway Administration during the continuance of contract, the guarantee shall on being informed by the Railway Administration of the amount so applied forthwith deposit with the Railway Administration a sum equal to the amount so as to keep up to the amount of the security deposit or any increased amount as the case may be and on other failure to do so that Railway Administration may take up the amount of the security deposit accordingly from any other sum thereafter accruing due to the contractors without prejudice to the other rights of the Railway Administration under this agreement.

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Upon the expiry of the contract period, the contractor shall be entitled for the refund of the security deposit or portion thereof then standing to their credit, after fully discharging and satisfying all sums if any due to the railway administration. The contractor may be liable on account of the contract and all the losses suffered and expenses incurred by the railway administration in consequence of the default, misconduct, negligence, omission, or other wrongful act of the contractors or their servants or other persons acting for us under the authority or within the permission of the contractors in the conduct of the business provided that the railway administration shall not be obliged to refund of security deposit or any portion thereof unless and until the contractors shall first deliver to it a certificate in writing testifying that the contractor have no outstanding claims or demands under or arising out of or in any way connected with or relating to the agreement against the railway administration. Nothing contained in the clause shall be deemed in any way to limit or effect any other lawful right, remedy or relief to which the railway administration may at any time being, entitled under this agreement or any law for the time being a force in respect of any breach by the contractors of any of the terms and conditions of this agreement or any criminal or unlawful act of contractors, their servants or other persons acting on their behalf or in respect of anything discharged by the railway administration after return of security deposit or portion thereof or in respect of any amount due to the railway administration by reason that the security deposit and other sum belonging to the contractors coming into the hands of the railway administration or insufficient to satisfy and discharge the entire liability of the contractor to the railway administration. The railway administration shall also have lien on and over all or any money that it may become due and payable to the contractor under this contract and or also and over the deposit of securing amount or amounts made under the contract which may become due and payable to the railway administration. Any claim of the railway administration under this or any other contractors or transactions of any nature whatsoever between the railway administration shall at all the time be entitled to deduct the said amount from the payment due to the contractors or from the security deposit of the contractor under these presents.

Further, for the purpose of this clause, the decision of the Divisional Railway Manager (Commercial) shall be final conclusively binding on the parties hereto.

The security deposit referred to above shall be liable to be forfeited in the event of any breach on the part of the contractor of any of the terms & conditions of the contract.

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11. The contract period may be extended further as per the decision by Senior Divisional Commercial Manager, Mumbai, if necessary.
12. The successful contractor will have to execute an agreement before starting the work at Kalyan goods shed.
13. Validity of offer will be for 90 days.
14. The tenderer should note Reserve Price while quoting offer.
15. Amendments and any alteration in the agreement can be made with mutual consent of both the parties.
16. If the labour or his representative or any other staff of licensee meets with any injury or loss or death due to any reason during the contractual period for housekeeping and sweeping contract for removal of loose cement, droppings etc. at Kalyan goods shed, the railway will not be liable for the same and licensee will indemnify the railway administration.
17. The detail of schedule work is available in Schedule 'A' and Schedule 'B'.
18. Revision of the terms and conditions of this agreement: This agreement shall at all times be open to revision and amendment by the railway administration after giving three months previous notice in writing of such revision or amendment to the contractors at end of which time, any such revision or amendment shall take effect unless the contractors shall have objected in writing fifteen days after receipt of the said notice.
19. Duration of Contract :
 - a) This contract shall be in force for a period of three years. It shall however, be open to either party to this contract to terminate, the same at any time earlier or giving six calendar months notice in writing to either of them in his intention to terminate. Notwithstanding anything contained in the forgoing provision, the railway administration shall, however, be entitled or any time hereafter to terminate the same agreement, forthwith by notice in writing under the hand of the Divisional Railway Manager (Commercial) in any of the following clauses :
 - i) If the contractor fails to perform the service herein agreed upon within a time deemed reasonable by or in a manner satisfactory to the railway administration or commit a breach of any of the terms & conditions of the agreement.

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- ii) If the contractor is bankrupt or insolvent or enter into any composition or arrangement for the benefit of their creditors or have any execution or distress subject to this contract without the prior consent of the railway administration or commit any breach or non observance of any other stipulation, covenant or condition herein contained.
 - iii) During the currency of the contract, the railway administration shall have the right to impose fines not exceeding of Rs.500/- on the contractors for any such, lapse on their part as may not be considered of such a serious nature by the railway administration to terminate the contract in accordance with sub-clauses (i) to (iii) on para 19 (a) above.
 - iv) The penalties shall be in addition to recovery from the contractors of any loss or damage incurred by the railway administration for which the contractors are held responsible.
- b) The Railway Administration shall have the right and be entitled to withhold payment of dues of the contractors. In the event of a breach in the opinion of the railway administration of any of terms and conditions of any agreement entered into by contractors with the President of India through the General Manager / Chief Commercial Manager / Divisional Railway Manager or any other authorized officer of any railway belonging to or owned by the Government of India.

20. Discharge for Payment made by the Railway :

If the contractors are a firm, all the partners thereof shall sign this contract. The receipt of any one partner and in the event of the death of any partner, the receipt of any one, surviving partner shall be a good and valid discharge to the Railway Administration for all money's payable hereunder.

21. Abiding Labour Laws (Regulation and Abolition) Act :

- a) The labour employed by the contractor for loading / unloading or any purpose will be employees of the contractor and they may in no way whatsoever claim to be employees of the railways. If railway is liable to pay claim to the labour on any ground the contractor will indemnify the railway administration for the same.
- b) Contractor will indemnify the Railway Administration for loss and damage suffered in the violation of any provisions of the contract labour (Regulation and Abolition) act.

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- c) Labours engaged by the contractor for the purpose of sweeping of wagons / tracks and removal of such accumulated sweeping shall be employees of the contractor. Railway Administration shall not at all be concerned with the employment or other service related issues of these labourers.
 - d) The tenderer shall have to abide strictly with the provisions of Minimum Wages Act, Workman Compensation Act, Provident Fund Act and other labour laws and the tenderer shall be solely responsible for abided it.
 - e) The Tenderer shall be solely responsible for payment of taxes to any local body and Service Tax and/or any other tax, if and when applicable.
22. The contractor shall not employ any person of bad character and they shall ensure that the character of individual employed by them is duly verified by him. The administration shall not bear the expenses incurred in this connection.

23. Arbitration Clause :

- a) In the event of any questions, dispute or differences arising under these conditions or in connection with this contract (except as to any matters the decision of which specially provided for by these conditions) the same shall be referred to the sole arbitration of the *Gazetted Railway Officer* appointed to be the arbitrator, by the *General Manager, Central Railway*. The *Gazetted Railway Officer* to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as railway servant has expressed views on all or any of the matter under dispute or differences. The award of the arbitration shall be final and binding on the parties to this contract.
- b) In the event of arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator.
- d) Where the award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

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- e) The cost of arbitration shall be borne by the respective parties. The cost of arbitrator shall be inter alia including fee of the arbitrator, as for the rate fixed by the Railway Administration from time to time.
 - f) Subject as aforesaid, the Arbitration & Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceeding under this clause.
 - g) The venue of arbitration shall be the place from which the acceptance letter is issued / the contract agreement is signed or such other place as the arbitrator at his discussion may determined.
 - h) In this section the authority, to appoint the arbitrator includes, if there be no such authority the officer who is for the time being discharging the functions of the authority, whether in additions to other function or otherwise.
24. All claims for omissions from bills or money alleged to be due to the contractors in the respect of any matter or thing done or omitted to be done concerning this agreement and remaining unpaid shall be prepared by them in writing to the Divisional Railway Manager (Commercial) within the time limit stated below or failure to prefer claims within that time shall operate as forfeiture or release of the claim.
- a) During Currency of the Contract:
 - i) In case of initial claims - three months from the date of transaction giving rise to the claim.
 - ii) In the case of disallowance - three months from the date of disallowance.
 - b) After Expiry of the Contract:

Initial claim and disallowance -within six months from the date of termination of the contract.

(Signature of the Tenderer)

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The Contract has Two Parts:

Under Part - 1 :

Licensee should ensure sanitation and maintenance of goods shed both interior and exterior inclusive of structure (building), goods shed premises and circulating areas as brought out in Schedule 'A' at their own cost and risk in all manners.

Under Part - 2 :

The Licensee should collect segregate the sweeping item / commodity wise and store in pre-demarcated area, and ensure its disposal periodically as out in Schedule 'B' at their own cost and risk in all manners.

The first part involves expenditure on account of manpower, materials / implements both initial and recurring while in the second part there is periodical generation of income on account of sale of sweepings. In order to assess the financial implication of the composite work, an attempt is made out to work out the financial bearings on either count.

House Keeping (Sanitation & Maintenance) :

(A) Area:-

- | | |
|------------------------------------|----------------------------------|
| 1. Cover Shed area | - 1946 sqm (approximately) |
| 2. Length of the Covered shed line | - 380 m |
| 3. Length of Open line | - 1056m (L.No.8+open line space) |
| 4. Circulating area including Road | - 15500 Sqm (approximately) |
| 5. a) CGS Office area | - 291.29 sqm (approximately) |
| b) Merchant Room | - 35.7 sq.m. (approximately) |
| c) Labour rest room | - 155.21 sqm. (approximately) |

Sanitation, Dusting, Dry Sweeping and Maintenance of Office structure/area, wet sweeping in offices, Mathadi Rest Room and Merchant Room = 500 Sqm (approx)

Dry sweeping, maintenance of circulating area, removal of garbage on track, removal of cobwebs in covered sheds, sweeping of covered platforms /open platforms and other miscellaneous work, approximate area = 19000 Sqm (approx)

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Schedule - "A"

Sr. No.	Description	Activities
1.	Goods Office block, Hundikaris/Merchants Room, Mathadi Labour Rest Room	Dry floor sweeping followed by dusting and wet mopping twice a day i.e. once in the morning and once in the afternoon.
2.	Furniture in Goods Office, Merchants Room, Mathadi Labour Rest Room & RPF Office.	Dusting and dry mopping twice a day i.e. once in the morning and once in the afternoon.
3.	Goods Office block, Merchants Room, Mathadi Labour Rest Room	Dusting and removal of cob web etc, once a week on pre-nominated day as fixed by depot in charge.
4.	Goods Platforms / track	Dry sweeping, removal of vegetation if any collection and disposal of refuse/waste etc. outside the premises daily once.
5.	Goods Premises	Dry sweeping, removal of vegetation if any collection and disposal of refuse/waste etc. outside the premises daily once and as and when need arises.
6.	Goods Office, and immediate premises	Washing and mopping once in a week.
7.	Goods Circulating areas	Dry sweeping, removal of vegetation if any collection and disposal of refuse/waste etc. outside the premises daily once and as and when need arises.
8.	Covered Sheds	a) Removal of cobwebs, dusting on electric tubes lights etc., cleaning of columns of the shed. b) Sweeping of platforms on the back side of the goods shed where trucks are loaded.
9.	Empty wagons and droppings	Droppings refused by the customers and leftovers and sweeping to be collected on real time basis but at least once daily.
10.	Disposal of refuse/waste etc.	After collection of refuse / waste / sweepings/vegetation etc., these should be properly segregated and disposables carried in covered carts for disposing at the nominated place within the Municipal area on day to day basis duly maintaining a log book for the purpose on which depot in charges

		signature should be obtained.
11.	Cleaning of drains	Once in a week & as and when need arises.
12.	Cleaning of toilet blocks, bathing area in Mathadi rest room and in CGS office	Daily at least for every 4 hrs during the working hrs of the goods shed.

Schedule - "B"

Sr. No.	Description	Activities
1.	Collection of Sweeping	Sweeping should be collected at least twice in a day i.e. once in the morning and further as and when required.
2.	Segregation	Sweeping collected should be segregated item/quality wise and stored in pre-nominated area separately in containers to be provided by the service providers at their cost.
3.	Disposal of Sweepings	Sweepings collected segregated and stored in separate containers should be disposed off on the nominated day of the month in consultation with CGS / Kalyan goods shed and the disposal may be done twice a month if required so due to lack of space or large quantity of sweepings etc.

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