

TOP SHEET

For and on behalf of President of India, Divisional Railway Manager (Mechanical), Ahmedabad, Western Railway invites Open Tenders through e-tendering system in two packet system of tendering from reputed contractors with adequate experience and financial capability for the under mentioned work.

Name of Work: Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.

1. Tender Notice No: DRM (M) ADI/04/2018-19 dated 25.05.2018
2. Tender No: M 442/19/3/OBHS/2018-19/4 years
3. Approximate Tender Value: ₹ 9,64,92,231.21/- (Rupees Nine Crore Sixty Four Lakh Ninety Two Thousand Two Hundred Thirty One and Paise Twenty One only)
4. Tender Security (Earnest Money): ₹ 6,32,470/- (Rupees Six Lakh Thirty Two Thousand Four Hundred Seventy only)
5. Type of Tender: Open Tender (Two Packet System)
6. Period of Contract : 4 (Four) Years
7. Validity of Tender: 60 days
8. Date & Time of Closing of Tender: 15:00 Hrs. of 02.07.2018
9. Date & Time of Opening of Tender: 15:30 Hrs. of 02.07.2018

SN	Document Name	Page Number From	Page Number To
1	Top Sheet	1	1
2	NIT (Notice inviting Tender)	2	11
3	ITT (Instructions to tenderers)	12	29
4	FOT (Forms for Tendering)	30	60
5	SCC (Special Conditions of Contract)	61	76
6	ER (Employer's Requirements)	77	83
7	Specifications	84	90
8	Estimated BoQ (Bill of Quantities) & Rates	91	92
9	Scope of Work for OBHS Services	93	107

10. Cost of Tender Form: ₹ 10,000/- (Rupees Ten Thousand only)

Signature of Issuing Authority with Stamp
Divisional Railway Manager (Mechanical), Ahmedabad
For and on Behalf of President of India

NOTICE INVITING TENDER (NIT)**1.1 GENERAL**

1.1.1 Ahmedabad division of Western Railway invites Open tender through E-tendering system in two packet system (i.e. Technical and Financial bid) from eligible housekeeping agencies who fulfill qualification criteria as stipulated in clause 1.2 of NIT for Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.

The brief scope of the work and site information is provided in ITT clause A2.

1.1.2 The key details are as follows:

a. Name of Work	Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.
b. Approximate Cost of work	₹ 9,64,92,231.21/- (Rupees Nine Crore Sixty Four Lakh Ninety Two Thousand Two Hundred Thirty One and Paise Twenty One only)
c. Tender Security Amount* (Earnest Money Deposit)	₹ 6,32,470/- (Rupees Six Lakh Thirty Two Thousand Four Hundred Seventy only)
d. Cost of Tender Documents* (Non-Refundable)	INR ₹ 10,000/- (Non-Refundable). The cost of tender document shall be paid online.
e. Tender Document available for sale on website	Tender can be bid through e-tendering system by logging on to website www.ireps.gov.in .
f. Date & Time of Closing of Tender	15:00 Hrs. of 02.07.2018
g. Date & Time of Opening of Tender	15:00 Hrs. of 02.07.2018
h. Date & Time of opening Of Financial Bid	The date of opening of Financial bid will be intimated to technically suitable tenderers through system generated SMS after finalization of technical suitability.
i. Validity of Tender	60 days from the last date of submission of tender.
j. Stipulated date of Commencement of work	Within 45 days from the date of issue of 'Letter of Acceptance' or as per the instructions of Engineer-in-charge.
k. Time Period	4 Years from the Stipulated date of commencement.
l. Authority and place for submission of tender cost & Tender Security (EMD), required documents (if any) and seeking clarifications on tender documents	The tender can be bid through e-tendering system only. Tender document cost and EMD shall be paid online.

* Tender cost and tender security is waived off for those Micro & Small Enterprises (MSEs) and NSIC registered Agencies who have monetary limit more than cost of work indicated in the NIT and registered for appropriate category "Housekeeping". The tenderer has to submit documentary evidence for the same.

1.2 QUALIFICATION CRITERIA**1.2.1 Eligible Applicant**

- i. The tenders for this contract will be considered only from those tenderers {proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter)} who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2.2 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

- ii (a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or Limited Liability Partnership Firm / Partner Firm under LLP Act, 2008 or Indian Partnership Act, 1932. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be scanned and uploaded with the bid documents.
- (b) A tenderer shall submit only one bid in the particular tendering process, either individually as a tenderer or as a partner of a J.V. A tenderer who participates in, more than one bid, either individually or as a partner of one or more JV(s), will cause all of the proposals in which the tenderer has participated to be disqualified.
- iii Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph (a) above; or
 - (c) A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has experience of similar work i.e., Mechanized cleaning and Housekeeping works.
- v. Any Central / State government department/ public sector undertaking/ other government entity or local body **must not have banned business** with the tenderer (any member in case of JV) as on the date of tender submission.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 4 years. The tenderer should submit undertaking to this effect in the Appendix-14 of Form of Tender.
- vii. **LEAD PARTNER/NON SUBSTANTIAL PARTNERS/CHANGE IN JV/CONSORTIUM**
 - a. Lead partner must have a minimum of 26% participation in the JV/Consortium.
 - b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
 - c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
 - d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of Appendix- 4 of Form of Tender, providing clearly that any abrogation /subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement/MOU at tender stage, will be treated, as „breach of contract condition“ and/or „concealment of facts“ (as the case may be).

The Employer in such cases, may in its sole discretion take action under relevant clause of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in RAILWAY ADMINISTRATION or take action to terminate the contract in part or whole under relevant clause of GCC as the situation may demand and recover the cost/damages as provided in contract.

Note: In case of JV, the provisions of GCC for Services of January-2018 shall apply.

(Authority: RB's letter no. 2017/EnHM/25/11 (Pt. I) dated 06.04.2018)

1.2.2 Evaluation of the tenders shall be done as per the following system:

Two Packet System:

The procedure detailed below shall be adopted for dealing with "Two Packets System" of Tendering:

With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted. The subject tender is in two parts, i.e. (i) Technical Bid, & (ii) Financial Bid. On due date of opening, only Technical bid will be opened for scrutiny to ascertain the suitability of Tenderers for the work. However, financial bid of only those tenderers will be opened who qualify in Technical Bid. The technical bid shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the tenderers.

The offers of the tenderers who qualify the minimum eligibility criteria as below shall be examined further for evaluation of their technical bid. Tenderers who fail to meet the criteria shall not be considered for further evaluation and their bids shall be rejected.

However, if on the basis of information contained in the technical bid, the Tender Committee needs clarification regarding designs, specifications etc.; discussions shall be held with each individual party/ tenderer after obtaining approval of the Competent Authority.

If the technical offers are found acceptable by meeting the minimum qualifying marks as mentioned in clause 1.2.2.2, the Financial bid shall be opened and the tenders shall be processed for finalization in the normal manner (eligible lowest bidder). Those tenderers who do not meet this criterion shall not be considered for opening their financial bids.

Minimum Eligibility Criteria

(a) Work Experience :

The tenderer should have in the Qualifying period (i.e., current year and three previous financial years) completed at least one similar single work* or received payment** against ongoing similar work for a minimum value of 35% of the advertised tender value.

*Similar work means;

'Mechanized cleaning of coaches in any of the coaching depots of Indian Railways'

OR/AND

'Mechanized en route cleaning of trains during their stoppage under the Clean Train Station Scheme'

OR/AND

'Providing On Board Housekeeping Services on trains'

OR/AND

'Mechanized cleaning of stations in Indian Railways'

OR/AND

'Mechanized cleaning activity carried out in public listed company/private company/Trusts having annual turnover of Rs. 500 Crore and above subject to the credential being issued from their Head office by a person of company duly enclosing his authorization by the Management for issuing such credentials'.

OR/AND

Mechanized cleaning activity carried out in Airports, Metro-Rail systems, Central/State Govt. Establishments, Central/State Govt. PSUs'

OR/AND

Composite work of Mechanized cleaning of coaches, OBHS Services, Clean Train Station and Linen distribution (any two or more activities)'

- ❖ **Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs. 500 Crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.**

Notes:

- The tenderer shall upload details of work executed by them in the prescribed format as per Appendix-16 for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof shall not be evaluated.
 - ****Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.**
 - In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- (b) Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below :-
- (i) T1- Turnover:** The bidder should have received total contract amount during the last three financial years and in the current financial year equal to a minimum of 150% of the advertised tender value. Financial data for the last four/ three audited financial years, as applicable, has also to be uploaded by the tenderer (each member in case of JV) in Appendix-17 of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by chartered accountant with his stamp, signature and membership number. Also, if the tenderer provides no or NIL financial data for any of the above financial year, then his application shall not be considered and summarily rejected. The averages turnover of JV will be based on percentage participation of each member. Audited and signed Balance Sheet (as on 31st March) and Income Statement for the 3 consecutive years in the last 4 financial years, as applicable, shall be submitted by the bidder.
- Example:** Let member 1 has percentage participation = M and Member 2 has percentage = N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be = $\frac{AM+BN}{100}$
- (ii) T2-Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the last audited balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in Appendix-13 of Form of Tender), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow **INR ---- (5%**

of the estimated value of the work) for this contract, net of applicant's commitments for other contracts, as certified by the CA. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to RAILWAY ADMINISTRATION and it should not more than 3 months old as on date of submission of bids.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation =M and member-2 has percentage participation = N.

If minimum liquidity required is „W“ then liquidity of member-1 $\geq WM/100$ and liquidity of Member-2 $\geq \underline{WN/100}$

Notes:

- Financial data for latest last five audited financial years has to be uploaded by the tenderer in Appendix- 17 of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that „the balance sheet has actually not been audited so far“. In such a case the financial data of previous „4“ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not uploaded, the tender will be considered as non-responsive.
 - Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- (c) The bidder must have valid ISO 9001: 2008, ISO 14001: 2004 and OHSAS 18001: 2007 or the bidder must have IMS certification. This certificate(s) must be valid on the date of opening of tender. As proof of validity, the bidder must attach a copy of the certificate issued by the certifying agency and also the last surveillance audit report, if applicable. Surveillance Audit and Re-certification, if due during the currency of the contract, will have to be ensured by the contractor.

Self-attested copy of the referred certificates latest surveillance audit report issued by certifying agency shall be submitted by the bidder along with the tender document in Appendix 19 as per the given format.

Notes:

- Financial data for latest last five financial years has to be uploaded by the tenderer in Appendix-18 of Form of Tender along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.
- The offers of tenderers who qualify ALL the above criteria as per clause 1.2.2 shall be examined further for evaluation of their technical bid. Tenderers who fail to meet the above criteria shall not be considered for further evaluation and their bids shall be rejected.

(d) The bidders shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

I. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in this tender document. Each page of the copy of documents/certificates in support of the credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as documents supporting the claim of qualifying the laid down eligibility criteria, will be considered for evaluating his/their tender.

II. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of affidavit to be submitted by the bidder is enclosed as Appendix-21-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as qualification for his tender is concerned.

III. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of Railway thereunder.

IV. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.

1.2.2.1 Evaluation of Technical bid:

The bidder shall satisfy the following eligibility criteria by submitting documents in support of their claims along with the tender document itself to fulfill the minimum eligibility criteria:

S.No	Weightage	Technical Criteria	Documentation	Scoring
1	20%	Previous Work Done – The bidder should have completed or received payment in an on-going work, in current year and three previous financial years for at least 1) 1 Contract whose value is at least 80% of the current advertised tender value or 2) 2 Contracts whose value is at least 50% of the current advertised tender value or	-- The work order of the project/s previously completed satisfying the requirements in this section. -- Proof of the annual value of the contract (duly authorized by a Chartered Accountant) -- Certificate from client firm authorizing annual value of contract and satisfactory completion of work done <i>Client certificate for experience</i>	(a) 100 Marks if 1 project > 80%, 2 projects > 50% or 3 or more projects > 40% value completed or underway (b) 50 Marks if 1 project > 50% or 2 projects > 40% value completed or underway (c) 20 Marks if 1 project > 40% value completed

		<p>3) 3 or more Contracts whose value is at least 40% of the current advertised tender value</p> <p>Where <u>contracts are for similar work ONLY.</u> (Similar work shall be as per para 1.2.2 (a) above.</p>	<p><i>should show the nature of work done, the value of work, date of start, date of completion as per agreement/ status of ongoing work, actual date of completion and satisfactory completion of work. In case of a composite contract, the value of similar work done will be restricted to housekeeping and mechanised cleaning.</i></p>	<p>No marks if all projects < 40% value completed</p> <p>Deduction in score in case of Penalties:</p> <table><tr><th>% Penalty</th><th>% deduction</th></tr><tr><td><=5</td><td>nil</td></tr><tr><td>5-10</td><td>5</td></tr><tr><td>10-15</td><td>10</td></tr><tr><td>15-20</td><td>20</td></tr><tr><td>>20</td><td>No marks</td></tr></table>	% Penalty	% deduction	<=5	nil	5-10	5	10-15	10	15-20	20	>20	No marks
% Penalty	% deduction															
<=5	nil															
5-10	5															
10-15	10															
15-20	20															
>20	No marks															
2	35%	<p>Turnover (in last three and current Financial Year)</p> <p>(Less than 1.5 times the value of work is not eligible)</p>	<p><i>A per audited balance sheet certified by the CA.</i></p>	<p>(a) 100 marks - More than 25 times advertised value of work</p> <p>(b) 70 marks - 10 - 25 times advertised value of work</p> <p>(c) 50 marks- 5 – 10 times advertised value of work</p> <p>(d) 30 marks-1.5 – 5 times advertised value of work</p>												
3	20%	<p>Number of years in operations</p> <p>(Firms having less than 1year of experience are not eligible)</p>	<p>Employers certificate clearly describing the name of work, nature of work, extent of work completed clearly defining the participation percentage of work if implemented in a JV /Consortium or letter of award coupled with last pay certificate clearly bringing out the work done, deductions, levy of penalty if any (Those works where 90 % payment has been made to the bidder will be considered as experience.)</p>	<p>(a) 100 marks- More than 8 years</p> <p>(b) 80 marks - 5- 8 years</p> <p>(c) 60 marks - 2-5 years</p> <p>(d) 40 marks- 1-2 years</p>												

4	25%	Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organization's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of tender should be submitted in support of their qualification.	(a) 100 Marks if the Bidder's workforce on roll is between greater than 3 times of the total workforce required in this tender (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this tender (c) No marks if workforce on roll deployed is less than the total workforce required in this tender
---	-----	---	---	---

1.2.2.2 The Bidder shall be required to produce attested copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid (S_{TB}). **Bidders who's S_{TB} shall be 70 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 70 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.**

1.2.2.3 Evaluation of Financial bid:

All technically acceptable tenders will be eligible for consideration of their financial bid/Proposals. Financial Bid of those tenderers shall only be opened whose technical submittal is found compliant to the conditions stipulated in all the clauses of NIT and clause A 4.1 to A 4.10 and B of ITT. The financial proposal shall be evaluated to determine the lowest tenderer / bidder. In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is technically more sound (having scored higher marks) as per 1.2.2.2 above. No consideration will be given to other bidder(s).

1.3 Tender documents mean the following:

- Notice Inviting Tender
- Instructions to Tenderers (Including Annexures)
- Form of Tender (Including Appendices)
- General Conditions of Contract for Services with latest amendments
- Special Conditions of Contract
- Employer's Requirement
- Specifications (Including Appendices)
- Bill of Quantities
- Conditions of contract on Safety, Health and Environment.
- Drawings if any
- Relevant Standard Codes of Practice

- 1.3.1 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of DRM (Mechanical), DRM Office Ahmedabad.
- 1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E 4.4 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.3.3 The intending tenderers must be registered on e-tendering portal <https://www.ireps.gov.in>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.3.4 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-II** or **class-III** digital signature. The tender document can only be downloaded from e- tendering portal using class-II or class-III digital signature. However, the tenderer shall upload their tender on <https://www.ireps.gov.in> using class-II or class-III digital signature of the authorized signatory only.
- 1.3.5 Tender submissions shall be done online on <https://www.ireps.gov.in> after payment of requisite Tender Document Cost and Tender Security (EMD) and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.3.6 Submission of Tenders shall be closed on e-tendering website of RAILWAY ADMINISTRATION at the date & time of submission prescribed in NIT after which no tender shall be accepted.
It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <https://www.ireps.gov.in> before the deadline of submission. Railway administration will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.3.7 Tenders shall be valid for a period of 60 **days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tender and shall be accompanied with a tender security of the requisite amount as per clause C 7 of ITT.
- 1.3.8 RAILWAY ADMINISTRATION reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the RAILWAY ADMINISTRATION for rejection of his proposal.
- 1.3.9 Tenderers are advised to keep in touch with e-tendering portal <https://www.ireps.gov.in> for updates.
- 1.3.10 Tenderer is to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. He may indicate separate set of manpower, machinery in different tenders. Once a tender is accepted, resources required for its execution shall not be accepted for assessment of other tender. The tenderer is to consider positive variation in annual value to the extent of 50% (rounded to nearest higher Whole number) and should be able to take up additional similar work at short notice at the accepted rate. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.
- 1.3.11 The contract will be governed by General Conditions of Contract (GCC) for Services in conjunction with Special conditions of Contract and scope of work contained herein in Standard Bid Document.

1.3.12 The participation of Joint Venture (JV) Firms in the bid will be governed by extant Railway Board's instructions.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the IREPS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the IREPS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the IREPS Portal.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender on the IREPS site.

INSTRUCTIONS TO TENDERERS (ITT)**A GENERAL****A1 General Description of Work**

This contract is for the work of **Contract Number:** M 442/19/3/OBHS/2018-19/4 years for Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.

A2 SCOPE OF WORK FOR 'OBHS'

A2.1 The contractor will execute On Board Housekeeping Services in nominated trains with suitable, uniformed and trained personnel with the use of hand implements/equipment, and eco- friendly chemicals.

A2.2 On-Board Housekeeping Services

The broad set of activities defined under the scope of work for contractors engaged in 'OBHS'/ On-Board Housekeeping Services (OBHS) for trains is defined as below –

- Washing, cleaning and disinfection of areas, including pest control
- Collection and proper disposal of garbage from entire train, maintenance of trash-cans
- Operating lost and found in the train
- Maintenance and complaint redressal

The detailed scope of work, list of consumables, tools and machinery is given in a separate Chapter on Scope of work.

A3 Eligible Tenderers

This is an open local competitive e-tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfill the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

A4 Qualification of Tenderer

A4.1 Minimum Eligibility Criteria: As provided in NIT.

A4.2 All tenders uploaded shall include the following information:

A4.3 General Information of the tenderer shall be furnished in Appendix- 4 of Form of Tender. Certified Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or, if a joint venture including consortium, details of each party thereto constituting the tenderer will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.

A4.4 In the case of tender by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Appendix- 4 of Form of Tender) along with the documents as mentioned therein. The following requirements shall also be complied with.

- a. In case of a successful tender, the Form of Agreement shall be individually signed so as to be legally binding on all partners/ constituents as the case may be.
- b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be In-charge and his authorization shall be evidenced by a power of attorney in favour of that person. Board resolution in favour of

signatory to power of attorney may also be submitted.

- c. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
- d. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.

A4.5 In case the Tenderer is an Association, Consortium or Joint Venture, the Tenderer shall provide the following:

- a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
 - (i) Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
 - (ii) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - (iii) Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.

A4.6 The Tenderers to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer or each member of the partnership, consortium or joint venture.

A4.7 Each page of tender shall be signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause A4.4 (b) of ITT. Power of attorney should contain specimen signature of authorized signatory of tender and should be attested by notary.

A4.8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.

A4.9 Any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Form of Tender.

A4.10 Each tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that tender price will not include any such amount.

A5 One Tender Per Tenderer

Each Tenderer shall upload only one tender. If a Tenderer uploads more than one Tender, all the tenders in which he has participated shall be considered invalid.

A6 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his

tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A7 Site Visit

- A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A7.3 The Tenderer shall note General Conditions of Contract (GCC) in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B TENDER DOCUMENTS**B1 Content of tender Documents**

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years with **Contract Number** M 442/19/3/OBHS/2018-19/4 years and as more particularly described in these documents.
- a. Notice Inviting Tender
 - b. Instructions to Tenderers (Including Annexures)
 - c. Form of Tender (including Appendices)
 - d. General Conditions of Contract for Services, January-2018 with all amendments till date
 - e. Special Conditions of Contract
 - f. Employer's Requirements
 - g. Specifications (Including Appendices)
 - h. Bill of Quantities
 - i. Conditions of contract on Safety, Health & Environment,
- B1.2 The tenderer is expected to examine carefully all the contents of all the above documents including instructions, conditions, terms, specifications and take them fully into account before uploading his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders that are not responsive to the requirements of the tender documents will be rejected.
- B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Content of Supporting Documents

- B2.1 The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification and Amendment of Tender Documents

- B3.1 At any time prior to the deadline for the submission of tenders, the employer may, for any

reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. A prospective bidder requiring any clarification of the tender documents may upload their queries on e-tendering portal not later than the date of seeking clarifications given in NIT.

B3.2 The said amendment in the form of an addendum and responses to the queries raised, if any, will be uploaded on the e-tendering portal which can be seen and downloaded by the bidders.

B3.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of tenders.

C PREPARATION OF TENDERS

C1 Language of Tender

The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English language.

C2 DOCUMENTS COMPRISING THE TENDER

C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering portal <https://www.ireps.gov.in>

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a); (b); (c); (d); (e); (f); (g); (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w); (x); (y); (z) and C2.3 (a); (b); (c) and all Annexures/ Appendices of NIT, ITT and FOT respectively.

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender.

Should any further documents be required pursuant to paragraphs C2.3 (b) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender; Contract Conditions;
- (c) Appendix 2 to the Form of Tender: (see paragraph C11 and C4);
- (d) Appendix 3 to the Form of Tender: The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions.
- (e) Appendix 4 to the Form of Tender: General Information about the Tenderer;
- (f) Appendix 5 to the Form of Tender: Affidavit
- (g) Appendix 5A to the Form of Tender: Undertaking as per Clause 1.2.1(v) of NIT.
- (h) Appendix 6 to the Form of Tender: Details of Manpower
- (i) Appendix 7 to the Form of Tender: Details of Machineries and Equipments
- (j) Appendix 8 to the Form of Tender: Certificate for proposal for housekeeping machineries
- (k) Appendix 9 to the Form of Tender: Chemicals and other consumables;

- (l) Appendix 10 to the Form of Tender: Indemnity bond to be filled by contractor and staff.
 - (m) Appendix 11 to the Form of Tender: Obligation/Statutory compliance;
 - (n) Appendix-12 to the Form of Tender: Undertaking for corrupt and fraudulent practice.
 - (o) Appendix-13 to Form of Tender: Banking reference for liquidity;
 - (p) Appendix 14 to the Form of Tender: Undertaking for Financial stability
 - (q) Appendix 15 to the Form of Tender: Undertaking for Downloaded Tender Documents
 - (r) Appendix 16 to the Form of Tender: Work Experience
 - (s) Appendix 17 to the Form of Tender: Financial Data
 - (t) Appendix 18 to the Form of Tender: Financial Data(work done during the last 5 financial years)
 - (u) Appendix 19 to the Form of Tender: Work in hand
 - (v) Appendix 20 to the Form of Tender: Undertaking for disclosure of information under RTI Act
 - (w) Appendix 21 to the Form of Tender: Bank a/c details for refund through NEFT/RTGS
 - (x) All original tender documents issued by RAILWAY ADMINISTRATION are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by RAILWAY ADMINISTRATION and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-III/Class-II digital signature of the authorized signatory of the tenderer.
 - (y) Self-Attested copy of the latest sale tax registration certificate (STRC)/VAT registration certificate (VATRC) and attested copy of PAN No. under income Tax Act. The foreign based contractors shall be required to upload the necessary documents as applicable to them according to the applicable state government's Sales Tax Act. Registration with appropriate Sales tax authority, EPF authority and ESI authority as per relevant act are also required to be uploaded.
 - (z) Documentary evidence in support of monetary limit and appropriate category "Housekeeping" if the tenderer is a Micro and Small Enterprise (MSEs) and NSIC registered Agency and want to avail waiver of tender cost and tender security.
- C2.3** The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (c) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B3 above.
- (a) Full details of ownership and control of the Tenderer
 - (b) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
 - (c) Following information shall be furnished:
 - (A) Mechanized cleaning and housekeeping works
 - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.
- | Member | % of participation |
|--------|--------------------|
| A | |
| B | |

C

- (ii) The tenderer should supply the following information, separately for each member of the consortium.
- (a) Maximum value of **Mechanized cleaning and housekeeping** works executed in any one year during the last 5 years (in Rs. equivalent).
 - (b) Value of the commitments and on-going works, on yearly basis, pertaining to **Mechanized cleaning and housekeeping works**, to be completed during the next 48 months from the date of the month of the tender submission.
- Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency.

C2.4 **Tenderers shall quote all prices** as per relevant clauses of GCC and SCC.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorized by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4 TENDER PRICES

- C4.1 The Pricing Document is included in Bill of Quantities/Pricing Document. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in Appendix-3A of BOQ/Pricing document for such deviation as mentioned in Appendix-3 of FOT shall be submitted.
- C4.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in Appendix- 3 of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.
- C4.3 The tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- C4.4 Rates for the estimate are based on minimum wages notification of dated 03.04.2018 of the Chief Labour Commissioner (Central).

C5 CURRENCIES OF THE TENDER

- C5.1 Tender prices shall be quoted in Indian Rupees only.

C6 TENDER VALIDITY

- C6.1 The Tender shall be valid for a period of 60 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders.
- C6.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to

extend the validity of his tender security correspondingly.

C7 TENDER SECURITY (Earnest Money)

- C7.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT. The bidders will have to make payment towards earnest money against this tender (wherever applicable) through online payment modes only like net banking, debit/credit cards etc. available on www.ireps.gov.in portal. The offline mode of payment will not be accepted
- C7.2 Any Tender not accompanied by an acceptable Tender Security, except Micro and Small Enterprises (MSEs) and NSIC registered agencies for appropriate category "Housekeeping", shall be rejected by the Employer considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security. Tender Security is waived off for those Micro and Small Enterprises (MSEs) and NSIC registered agencies who have monetary limit more than cost of work indicated in the NIT and registered for appropriate category "Housekeeping".
- The tenderer who claims exemption of tender cost and tender security shall submit documentary evidence for the same before the deadline of submission of tender as shown at clause 1.1.2c and 1.1.2d of NIT.
- C7.3 The Tender Security of the successful Tenderer shall be adjusted towards security deposit upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with relevant clause of the GCC and clause 2 of SCC.
- C7.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package and preferably within 10 days of opening of Financial bid. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer and preferably within 10 days of acceptance of LOA.
- C7.5 The tender security shall be forfeited:
- a. If a tenderer withdraws his tender during the period of tender validity, or
 - b. If the tenderer does not accept the correction of his tendered price in terms of Clause E6 of ITT or
 - c. In the case of a successful tenderer, if he fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause F5 of ITT.
 - ii. Commence the work as per terms & conditions of Tender after issuance of LOA
 - iii. Enter into the Contract within the time limit specified in Clause F4 of ITT
- C7.6 No interest will be payable by the Employer on the tender security amount cited above.

C8 Labour

The Tenderer's attention is especially drawn to relevant clause of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

C9 FORMAT AND SIGNING OF TENDERS

- C9.1 The documents required to be uploaded by the Tenderer will be as described under Clause C2 of ITT herein.
- C9.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the

Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4 of ITT, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

- C9.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.

D SUBMISSION OF TENDER

D1 Sealing and Marking of Tenders

- D1.1 Tenders shall be uploaded online on <https://www.ireps.gov.in> at stipulated date and time provided in NIT. The Employer cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.
- D1.2 'Tender Security' and 'Cost of Tender Document' shall be submitted online.
- D1.3 RAILWAY ADMINISTRATION will not be responsible for non-submission of tender due to any reason whatsoever.
- D1.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 LATE/DELAYED TENDERS

- D2.1 Submission of Tenders shall be closed on e-tendering website of RAILWAY ADMINISTRATION at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- D2.2 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal <https://www.ireps.gov.in> before the deadline of submission. RAILWAY ADMINISTRATION will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problem and last minute rush.

D3 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.3 The Tender submitted online will be taken as a final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

D4 CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION

Tenderer is required to ensure submittal of all the documents duly signed by the authorized person(s). Check list for confirming the submission of all documents is enclosed as Appendix-22 of F.O.T. The check list is indicative and not exhaustive. The bidders must go through the complete tender document and submit the required document accordingly.

E TENDER OPENING AND EVALUATION**E1 Tender Opening**

E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D3 of ITT shall not be opened.

E1.2 (a) On opening of tender, RAILWAY ADMINISTRATION will first check the details of tender cost and tender security submitted by the tenderer online.

If the tenderer is a Micro and Small Enterprise (MSE) registered with Ministry of Micro, Small & Medium Enterprises (MSME) Authority such as DIC, NSIC etc. and want to avail waiver of tender cost and tender security shall submit documentary evidence in support of monetary limit and appropriate category "Housekeeping".

(b) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

E1.3 The Technical Package will be opened on due date of tender opening. Tenderers can see the Technical Sheets (check- list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, or tender is not opened due to any reason whatsoever, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

E1.4 The tenderer can view the details of technical package after opening.

E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E5 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tenderer can visit RAILWAY ADMINISTRATION e-procurement website for further information.

E2 PROCESS TO BE CONFIDENTIAL

E2.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

E2.2 Any effort by a tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

E3 CLARIFICATION OF TENDERS

E3.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing only through e-tendering portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause E6 of ITT herein.

E4 EVALUATION OF TENDER

Tender Security and Technical packages will first be evaluated which will cover following items:-

E4.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount paid on line. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clauses E5.2, A4, and A5 of ITT.

E4.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria as laid down in Clause 1.2.2 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria shall not be considered for further evaluation and shall be rejected.

E4.3 **Evaluation of Responsiveness**

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

E4.4 **Evaluation of Material deviation or reservation**

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- Which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification.
- Which contains any deviation in tender security with regards to amount, validity, form and format.
- Which affects in any substantial way, the scope, quality or performance of the Works;
- Which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
- Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

Tender having any material deviation or reservation shall be disqualified and rejected.

E5 **Evaluation of Financial Proposals**

E5.1 The Employer will, keeping in view the contents of Clause- A4 and B1 of ITT, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

E5.2 All technically acceptable tenders will be eligible for consideration of their financial bid/Proposals. **Financial Bid of those tenderers shall only be opened whose technical submittal is found compliant** to the conditions stipulated in clause A4.1 to A4.10 and B of ITT and all the clauses of NIT. **The financial proposal shall be evaluated to determine the lowest tenderer / bidder.** In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is technically more sound i.e. who scores more points as detailed in clause 1.2.2.1 of NIT. No consideration will be given to other bidder(s).

E5.3 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer in accordance with clause E6 of ITT.
- b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.4 Offers, deviations and other factors, which are in excess of the requirements of the tender

documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.6 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

E6 CORRECTION OF ERRORS

E6.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the bid evaluation committee for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the committee as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the bid evaluation committee there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E6.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

F AWARD OF CONTRACT

F1 Award Criteria

F1.1 Subject to Clause E5 and F2 of ITT, the Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents and whose evaluated tender price is determined to be lowest.

F2 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

F2.1 Notwithstanding Clause F of ITT, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

F3 NOTIFICATION OF AWARD

F3.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Employer will notify the successful tenderer by telefax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

AND

Letter of acceptance to the successful bidder shall be uploaded on IREPS portal which can be downloaded by the successful bidder.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause F3.1 of ITT, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

F4 SIGNING OF AGREEMENT

F4.1 The Employer shall prepare the Agreement in the Proforma (Annexure- 2) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

F4.2 Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - i. Percentage Participation of each member/partner
 - ii. Joint and several liability of the partners

F5 PERFORMANCE SECURITY

F5.1 The Performance Security required in accordance with relevant clause of the GCC for Services and Clause 2 of SCC shall be for **10%** of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable which may be reduced for balance years on completion of each year. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the forms listed in GCC for Services:

- (a) The bank issuing the bank guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

Bank Details of the Western Railway

Bank details of employer shall be intimated later.

The bank guarantee issued under the SFMS platform shall only be acceptable to the Employer.

- (b) Bank draft in favour of "Senior Divisional Finance Manager, Ahmedabad, Western Railway", payable at "Ahmedabad" from a Scheduled Commercial Bank based in India, or
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial Bank based in India duly pledged in favour of "Senior Divisional Finance Manager, Ahmedabad, Western Railway."

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of 6 (six) months beyond the completion of contract period.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 of ITT shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

G CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF TENDER

In case successful Tenderer fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender after issuance of LOA then the LOA shall be cancelled and the tender security shall be forfeited.

H Terms & Process of Bill Payment

- a. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guide lines, issued by the competent authority from time to time.
- b. Certificate as per Appendix –A of Specifications enclosed should strictly be provided with each bill for each Station

I 1.0 Termination

This section describes the obligations of the Contractor to ensure that, following issue by the Railway administration of a Termination of Services Notice on the Contractor, there is an orderly and timely migration of responsibility for providing the Services from the Contractor to any new Contractor or to the Indian Railways with no disruption to the Indian Railways delivery of services.

I 1.1 Consequences of Termination

On termination of this contract by Indian Railways, Indian Railways shall have the right to engage the services of another agency for provision of the services. The Service Provider/contractor shall indemnify Indian Railways against all losses, damages, costs including management and similar costs, expenses and all other expenditure or loss of opportunity or revenue whatsoever incurred or suffered by Indian Railways as a result of such termination.

Upon termination of this Agreement, the Service Provider and its employees shall be required to remove all their belongings from the premises of Indian Railways within a period of 7 (seven) days. Failure to comply with this requirement shall entitle Indian Railways to seize all the items within the office and store.

I 1.1.2 As per requirement of Railway Administration the existing contract may be reduced. The contractor shall have no claim in this regard.

I 1.2 Duty to continue services

The parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any notice of default or notice of termination until the termination of this Agreement becomes final.

I 1.3 Disengagement Period

A Disengagement Period will commence on the earlier of:

- a) three (3) months prior to the expiry of this Contract or
- b) three (3) months prior to the cancellation of Services of the Contractor
- c) the date on which a notice of termination is given by Railway administration in accordance with this Contract.

I 1.4 Disengagement Assistance in disengagement period

The Contractor must:

- a) cooperate with the Incoming Contractor to ensure that the transfer of the services and related information, assets, records, to the Incoming Contractor is carried out in an orderly, coordinated, effective and timely manner; and
- b) provide all reasonable assistance required by Indian Railways and comply with all reasonable directions given by them, to promote the efficient and effective transfer of the Services.

I 1.5 Handover Assistance

The Contractor is obliged to:

- a. Review all procedures, documentation, processes and other aspects with the incoming contractor
- b. Provide the incoming contractor with access to all necessary information relevant to the ongoing provision of similar services
- c. Conduct training/familiarization of the incoming contractor as directed by Indian Railways
- d. Comply with any other request deemed necessary by Indian Railways to assist in the orderly handover to the incoming contractor.

I 1.6 Processes after Termination of the Contract

In the event of termination by the Railways, all the machinery and equipment covered in this contract shall be taken over by the Railways. It shall be the duty of the contractor to hand over all such assets to the Railway administration in order to avoid disruption of services.

J Information under RTI Act

Railway administration is required to provide to the applicants the information under Right to Information (R.T.I) Act. Certain information may pertain to the contractor/bidder also. Bidder is required to give their unconditional consent to RAILWAY ADMINISTRATION in the format enclosed as Appendix-20 to FOT. Bidder may indicate the matters for which information cannot be provided without a specific consent from the bidder and list such matters in the same format i.e. Appendix-20.

ANNEXURE -1

PAGE 1 OF 2

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause F5 of "Instructions to Tenderers")

1. This deed of Guarantee made this.....day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Western Railway (hereinafter called "the Employer") of the other part.
2. Whereas ----- has awarded the contract for (name of work as per clause 1.1.1 of NIT)(Hereinafter called "the contract") to M/s.....(Name of the Contractor)....hereinafter called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank)being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

For and On Behalf of President of India
 Divisional Railway Manager (Mechanical)
 Western Railway, Ahmedabad

Signature of Contractor
 with seal and date

ANNEXURE -1

PAGE 2 OF 2

In witness whereof I/We of the bank have signed and sealed this guarantee on the.....day of
..... (Month & Year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation: I.D.

No. :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.

Witness 2.

Signature Signature Name

..... Name Address

..... Address

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

(Agreement on non-judicial stamp paper on Rs.100/-)

FORM OF AGREEMENT

(Refer Clause F4 of "Instructions to Tenderers")

This Agreement is made on the _____ day of _____ (Month & Year) Between -----
 ----- hereinafter called "the Employer" of the one part and
 _____ (Name and Address of Contractor)
 _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (***) certain Goods and Services should be provided and certain Works should be executed, viz **Mechanized cleaning and housekeeping Contract for XYZ station(s)** hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (***) as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) Notice Inviting Tender
 - (c) Instructions to Tenderers (Including Annexures)
 - (d) Form of Tender with Appendix
 - (e) General Conditions of Contract
 - (f) Special Conditions of Contract
 - (g) Employer's Requirements
 - (h) Specifications with Appendices
 - (i) Bill of Quantities
 - (j) Conditions of Contract on safety, Health and Environment
 - (k) Addendums, if any
 - (l) Other conditions agreed to and documented:
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **₹_____ thereon or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. **OBLIGATION OF THE CONTRACTOR**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

The staff/labourer recruited by the Contractor for Cleaning & housekeeping will be the sole responsibility of the Contractor and RAILWAY ADMINISTRATION will not be involved in it in

any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in RAILWAY ADMINISTRATION.

5. JURISDICTION OF COURT

The Courts at ----- shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the
Contractor

Signature of the
authorized official
Name of the official

Stamp/Seal of the Contractor

For and on behalf of the
Employer Signature of the
authorized official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name _____
on behalf of the Contractor in the presence of:
Witness _____
Name _____
Address _____

By the said

Name _____
on behalf of the Employer in the presence of:
Witness _____
Name _____
Address _____

Note:

- + To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** to be deleted if not applicable.

FORM OF TENDER (FOT)

Note: i. The Appendix forms part of the Tender

ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.

To,
Divisional Railway Manager (Mechanical),
Mechanical Department, Second Floor, Divisional Railway Manager's Office,
Near Chamunda Mata Mandir, opposite New Swadeshi Mill,
Naroda Road, Ahmedabad-382345 (Gujarat).

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Conditions of contract on Safety, Health and Environment, Employer's Requirements, Specifications, Instructions to Tenderers including Bill of Quantity, for the execution of above named works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 5A, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 hereto, we the undersigned, offer to execute and complete such housekeeping works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda (if any) for the amount as quoted in BOQ (Financial Bid) or such other sum as may be ascertained in accordance with the said conditions.
2. We undertake (jointly and severally)*
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix-1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the RAILWAY ADMINISTRATION in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We undertake, if our Tender is accepted, to commence the works within 7 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract up to 02 years contract period.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to

For and On Behalf of President of India
 Divisional Railway Manager (Mechanical)
 Western Railway, Ahmedabad

Signature of Contractor
 with seal and date

be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.
10. We agree to abide by this Tender for a minimum period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
11. We acknowledge that the Appendix forms an integral part of the Tender.
12. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
13. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 20-- --.

Signature

Name..... in the capacity of duly

authorized to sign Tenders for and on behalf of..... Address

.....

Witness:1 – Signature

Name

Address

Occupation

Witness:2 – Signature

Name

Address

Occupation

*** Note:**

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium).
- (b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) An authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

APPENDIX TO THE FORM OF TENDER

	Condition of Contract Clause No.		
i.	Amount of Bank Guarantee as Performance Security	Clause 2 of SCC	10% of the Contract Price.
ii.	Latest date for commencement of the works	1.1.2 (m) of Notice Inviting Tender	Date given in LOA or Employer's Notice to Proceed
iii.	Contract Period from the date of commencement of work	1.1.2 (n) of Notice Inviting Tender	4 Years
iv.	'Defects Liability Period' for the whole of the Works		Defect Liability period is not applicable for Housekeeping works
v.	Amount of advance payment		NA
vi.	Insurance for workers/ employees		All of the contractor's employees shall have to be covered under ESI and ECA as per clause 21.1 of Special conditions of contract.
vii.	Amount of Third Party Insurance		Rs. 0.75 Million for any one incident, with number of incidents unlimited.
viii.	Period in which all insurances have to be effected		Within 4 weeks from the "date of commencement"
ix.	Penalty for poor quality of cleaning & housekeeping work		As per Penalty Clause
x.	Penalty for non-completion of work		As per penalty Clause
xi.	Penalty for short deployment of manpower	Sl. No.6.2.3 of Special Conditions of Contract	As per Penalty Clause
xii.	Penalty for short deployment of Machinery		As per Penalty Clause
xiii.	Penalty for presence of rodent		NA
xiv.	If any theft case occurred by contractors employee		Penalty @ Rs.50000/- per case
xv.	Penalty for non-availability of required quantity of reagents/detergents/chemicals		As per Penalty Clause
	Signature of authorized signatory on behalf of Tenderer		

Date

Name

Place

Address

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX -2

BILL OF QUANTITIES / PRICING DOCUMENT

(Refer Clause C4 of ITT)

We, (name of tenderer/ joint venture) hereby undertake that, the bill of Quantities & Schedule of Payments (clause C11 of ITT) duly completed in all respect has been uploaded by us in Package 2 – Financial Package.

Signed.....

For and on behalf of

(NAME OF TENDER / JOINT VENTURE)

APPENDIX -3**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

(Refer Clause C2.2 (d) of ITT)

1. The following are the particulars of deviations from the requirements of the Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract":
- 2.

S. No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid(Appendix-3A)
2. We hereby confirm that all implicit and explicit deviations. Comments and remarks mentioned elsewhere in our proposal shall be treated as Null and Void and stand withdrawn.
3. We hereby confirm that but for the deviation noted in this Appendix-3 our offer is fully and truly compliant.

Stamp & Signature of Tenderer

Note:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating No Deviations' In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenders has not proposed any deviations from tender documents and will provide all equipments as specifications.

APPENDIX -4**(Page 1 of 2)**

GENERAL INFORMATION AND JOINT VENTURE DATA
(Refer Clauses A4.3 of ITT)

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderer's authorized signatory (Name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) : <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture/ consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium. <p>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the tender.</p>		

APPENDIX -4
(Page 2 of 2)

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

For and On Behalf of President of India
 Divisional Railway Manager (Mechanical)
 Western Railway, Ahmedabad

Signature of Contractor
 with seal and date

APPENDIX- 5

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-)
(DULY NOTARIZED)
(Ref. Clause C2.2 (f) of ITT)

1. I/We hereby confirm and declare that my/our firm/company M/s.....is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.
2. I/We hereby confirm and declare that my/our firm/company M/s..... has never been terminated/ foreclosed/ reduced/ rescinded with any company i.e. Private/Public Ltd. or Government Company/Govt. deptt./ PSU etc.
3. I/We hereby confirm and declare that my/our firm/company M/s..... has never been put on defaulter list by EPF/ESI/Service Tax/LaborDeptt. etc.
4. I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
5. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the RAILWAY ADMINISTRATION. Besides, RAILWAY ADMINISTRATION shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
6. I/We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 5 years due to our non-performance.
7. I/We do hereby undertake that we have not paid liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years with any Agency/Organisation.

I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at on.....that the contents of Paras 1 to 7 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer (Each
member in case of JV)

DEPONENT

(Signature & Seal of Notary)

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX- 5-A**(Undertaking as per clause 1.2.1 (v) of NIT)****(to be submitted by each member of the JV/Consortium separately)**

We do hereby undertake that following is the list of all the ongoing manpower supply/ housekeeping works (as on the last day of the previous month of tender submission) and works completed within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal name **Date.....**

Group Member's legal name.....

Page Of Pages

S. No.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Overall Performance w.r.t contract provisions.
1				Satisfactory/ unsatisfactory
2				Satisfactory/ unsatisfactory
3				
Add required number of rows				

Note:

- If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium has reported four or less number of works in the Appendix- 5-A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent 'substantial member(s)' of JV/Consortium. Otherwise, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process.
- In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20% of the works reported in the Appendix- 5-A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.2.1 of NIT.
- If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- If there is any misrepresentation of facts with regards to performance in any of the works reported in the Appendix 5-A, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process.

Stamp & Signature of Authorized Signatory

Example:

Works reported in the Appendix- 5-A	1-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

APPENDIX- 6

Deployment of Minimum Number Personnel for OBHS
(Refer Clause C2.2 (h) of ITT)

SN	Train No.	From	To	Target Deployment for each trip		Actual Deployment for each Trip	
				Janitor	EHK	Janitor	EHK
1	12957/58	ADI	NDLS	5	01		
2	19165/66	ADI	DBG	6	01		
3	19167/68	ADI	BSB	6	01		
4	19107/08	ADI	UHP	5	01		
5	12947/48	ADI	PNBE	5	01		
6	19420/19	ADI	MAS	4	01		

NOTE: -

- No Deviation in the Deployment of minimum number of personnel for Cleaning and Housekeeping works shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
- The minimum numbers of personnel as mentioned above are required to be deployed on each trip of train for its round trip journey.
- The minimum number of personnel required to be deployed in this contract have to be physically deployed on each trip basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
- The CVs of the Managers and Supervisors are to be submitted at office of the Sr. CDO-KKF and intimate the office of the Engineer/Manager.
- The personnel should be smartly dressed in neat and clean uniforms having the firm's logo. The uniforms and Personal Protective Equipment (e.g. Shoes, helmet, gloves etc.) should be provided free of cost by the Tenderer/contractors.

Managers and Supervisors should be well trained in mechanized cleaning practices through approved training institutes as defined at clause 17.0 of Employer's requirement. A certificate/documentary proof to this effect shall be submitted before the start of work.

Stamp & Signature of Tenderer

APPENDIX-7

(Reference to clause No. C2.2(i) of ITT)

DETAILS OF MACHINERY AND EQUIPMENTS TO BE DEPLOYED FOR OBHS

SN	Description
(i)	<u>Super absorbent floor mopper:</u> For coach floor cleaning of passenger compartments and aisle area, a mopper with 100 to 150 cms long aluminum handle and a cloth based swivel head mop system for quick maneuvering shall be used @ 1 per workstation. It shall also have flexibility and maneuverability to reach under the berths and corners. (Life cycle-03 months)
(ii)	<u>Squeeze Brush:</u> For toilet floor scrubbing and drying, a squeeze having 140 to 150 cms long aluminum handle and polypropylene bristles for and foam rubber blade for two in one scrubbing and drying action shall be used @ 1 per workstation. (Life cycle-03 months)
(iii)	<u>Bottle with spray gun for storing and dispensing cleaning chemicals:</u> A good quality plastic bottle of at least 500 ml capacity having lockable spray gun shall be provided @ 1 per workstation. (Life cycle-03 months)
(iv)	<u>Toilet Commode Brush:</u> For cleaning of toilet commode, pan and chute area, a suitable commode brush with polypropylene bristles shall be provided @ 1 per workstation (Janitor) required. (Life cycle-1.5 months)
(v)	<u>Carpet Brush:</u> For cleaning of carpet in 1 st AC Coaches, where ever available, especially designed polypropylene bristled brush shall be provided @1 per train.
(vi)	<u>Upholstery cleaning brush:</u> The carpet brush should not be allowed to be used for seat / berth upholstery cleaning, for which a separate polypropylene bristled brush shall be used. (Life cycle-03 months)
(vii)	<u>Bucket:</u> A smart looking, easy to carry, low height approx. 10-15 liters capacity bucket made of heavy duty polypropylene for washing of mops etc. shall be used. It shall preferably have castor wheels for ergonomic handling. This shall be provided @ 1 per work station (Janitor) (Life cycle-03 months)
(viii)	<u>Window glass squeeze:</u> Stainless steel handle of preferably 10 inches length with durable rubber blade of size 45 cms having a locking arrangement for faster and effective cleaning of window glasses shall be provided @ at least 1 per 3 AC coaches. (Life cycle-1.5 months)
(ix)	<u>Micro Fiber Cloth for Mirror Cleaning:</u> (Life cycle-03 months)
(x)	<u>Sponge Duster for washbasin cleaning:</u> (Life cycle-03 months)
(xi)	<u>Disposable bags for garbage collection:</u> Biodegradable disposable garbage bags shall be required for collection of waste & litter from all coaches & also from dustbins of AC coaches. (Life cycle-per cleaning cycle)
(xii)	<u>Tool Kit:</u> A lightweight toolkit made of FRP containing all types of tools for minor plumbing; carpentry, electrical & mechanical appliances related repairs should be available with Executive Housekeeper.

Stamp & Signature of Tenderer

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX-8

(Reference to clause No. C2.2 (j) of ITT)

CERTIFICATE

PROPOSAL FOR HOUSEKEEPING MACHINERY

We confirm that minimum requirement of Housekeeping/ Cleaning machinery will be mobilized by us for the work in addition to other machineries, tools, plants and testing equipment's required. We also confirm that this is minimum project specific mobilization and these will be suitably augmented, as required for achieving the tender requirements.

DATE

STAMP &SIGNATURE OF TENDERER

LIST OF SPECIFIED CHEMICALS AND OTHER CONSUMBALES

(Refer clause C2.2(k) of ITT)

SN	Name of chemical	Approved Brands/Specification	Quantity
1	Cleaning compound for PVC Floor , Rexine and wall panels	R2/Spiral (Johnson Diversey) or Sigla Neutral of Eco Lab or Mokleen or RIO 38 or Guardisan Fresh of M/s Chela or APC F of Haylide	10 ml per coach /per cycle
2	Cleaning compound for Commode pan & wall protector	Taski R1/Taski R 6 (Johnson Diversey) or Sigla Neutral of Eco Lab or Harpic or Retoilor Domex or Guardisan Fresh of M/s Chela or Sterix A Super of Haylide	70 ml per coach /per cycle
3	Disinfectant Fluid	R1/Stride (Johnson Diversey) or Equivalent brand of Eco Lab or Lizol or Guardisan Fresh of M/s Chela	50 ml per coach /per cycle
4	Mirror/window glass cleaner	Taski R3 (Johnson Diversey) or OC Glass cleaner of Eco Lab or Collin or Mokleen or Eurowash 1000 of M/s Chela or Klean & Shine of Haylide	5 ml per coach /per cycle
5	Deodorant stick in lavatory	Odonil or Air fresh of M/s Chela or suitable brand approved by Railway	01 per coach per trip
6	Liquid soap for hand wash (Liquid soap container shall be filled to full capacity at washing line & platform as and where basis Quantity required for OBHS is to top up after consumption during journey)	Lifebuoy/ Dettol / Palmolive /Fem / Fresh Hands LQ ELQ, Perl of Haylide for 1st AC coaches Aquagold/ Henko for other AC coaches or other brand as approved by Railway or Suitable foam soap cartridge as per MDTs 209	400 ml /toilet/day
7	Room Freshener	Water based Taski R5 or equivalent brands of Eco Lab or Premium or Hazel or Obious or Air Fresh of Chela or Freshex of Haylide or any water based reputed & approved brand	(400 ml) 02 nos. per trip
8	Mosquito repellent Spray	Hit /Baygon/ Mortein or similar brand approved by Railway	400 ml (Per trip per rake)
9	Tissue paper for Western AC coach toilet	Spec- two ply of 34 GSM white colour about 25 mtrs each ply of approx 10 cm wide should have about 200 pulls) Johnson Diversey or Padumjee Pulp or equivalent as approved by CME	02 nos. per coach
10	Personal commode seat cover	Of suitable make and specification approved by PCME	As per requirement
11	Glue board for rodents (To be supplied by Pest & Rodent contractor)	As prescribed in existing Pest & Rodent Control contract (To be provided by Pest & Rodent contractor or Railway)	06 glue board /train / round trip

Stamp & Signature of Tenderer

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX-10**(Page1 of 2)***(On a non-judicial stamp paper of Rs.100/-)***INDEMNITY****(To be filled by Contractor)**

(refer Clause C2.2(I) of ITT)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

APPENDIX-10**(Page2 of 2)**

(On a non-judicial stamp paper of Rs.100/-)

INDEMNITY**(To be filled by Contractor staff individually)**

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against RAILWAY ADMINISTRATION. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with RAILWAY ADMINISTRATION in this regard.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF CONTRACTOR

.....

SIGNATURE OF CONTRACTOR

APPENDIX- 11**Obligation/ Statutory Compliance to be ensured by Contractor**

(Ref. Clause C8 of ITT)

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	Registration with Department of Labour, Govt/State Govt		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (RAILWAY ADMINISTRATION Supervisor/manager)		
3 (a)	Compliance of provision of ESI Act, EPF Act, Bonus Act and Employees Compensation Act, ESI registration		
3 (b)	Ensure treatment in ESI hospital in case of accident /injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	PF Registration issued by the Regional Provident Fund Commissioner/ Competent Authority		
7	Professional Tax Registration (Certificate issued by Competent Authority)		
8	PAN/TAN details of the Agency		
9	Bank Account Details		
10	GST Registration		

Note: - A Non- filling or 'No' by contractor will lead to non-eligibility for contractor in further tendering process.

Signature with seal of Tenderer (Each member in case of JV)

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX- 12**(On Company's Letter Head)****Undertaking for corrupt and fraudulent practice**

(Ref. Clause C2.2 (n) of ITT)

It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice as defined in clause 4.33 of General Conditions of Contract (GCC) and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. I will also abide by the code of Integrity as given below.

Stamp & Signature of Tenderer
(Each member in case of JV)

Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- (i) Prohibition of;
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) Disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

APPENDIX-13**[As per 1.2.2 b(ii) of NIT]****SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY****BANK CERTIFICATE**

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of ₹..... to meet their working capital requirements for executing the above contract.

____Sd.____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

• **Change the text as follows for Joint Venture:**

This is to certify that M/s who has formed a JV with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]

APPENDIX-14

(UNDERTAKING FOR FINANCIAL STABILITY)

(Ref. Clause C2.2 (p) of ITT)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

APPENDIX-15

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

(Ref. Clause C2.2 (q) of ITT)

We here by confirm that, we have downloaded / read the complete set of tender documents (as detailed in NIT Clause 1.3)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://www.ireps.gov.in>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://www.ireps.gov.in>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Stamp &Signature of authorized signatory

APPENDIX-16
(Part A)

WORK EXPERIENCE

(TO BE FILLED BY EACH OF THE JV MEMBER)

(Ref. Clause 1.2.2 (a) of NIT)

Applicant's legal name.....

Date..... Group Member's legal

name..... Page ofpages

For works as per clause no. 1.2.2 (a) or more at the price level on last day of month previous to the month the tender submitted (considering escalation as per Clause 1.2.2 (a) of Notes Bullet no.3)

<i>Specific Work Experience</i>		
Similar Contract Number _____ of _____ required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR as on last day of the previous month of tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR as on last day of the previous month of tender submission price level

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. In addition to final cost of completed work and ongoing work, amount of penalty imposed should also be furnished.

Stamp & Signature of Tenderer

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

APPENDIX-16
(Part B)

Summary of information provided in Appendix-16 (Part-A)

Applicant's legal name

Date.....

Group Member's legal name.....

Page of pages

Name of Applicant (each member in case of group)	Total Number of works As per clause no. 1.2.2 (a) at the price level as on last day of the previous month of tender submission	No. of contracts delayed, i.e., completed beyond the original date of completion

NOTE:-

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?

Stamp & Signature of Tenderer

APPENDIX-17**Financial DATA**

(Ref. Clause 1.2.2 (b) of NIT)

Applicant's legal name Date

.....

Group Member's legal name.....**Page of Pages****Each Applicant or member of a JV must fill in this form**

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2013-2014	2014-2015	2015-2016	2016-2017	2017-18
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth[= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

FINANCIAL DATA**(WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)****(Ref Clause C2.2 (t) of ITT)****NAME OF THE TENDERER:*****(All amounts in Rupees in Crores)***

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2013-2014	Year 2014-2015	Year 2015-2016	Year 2016-2017	Year 2017-2018
1	2	3	4	5	6	7
	Total value of works etc. done as per audited financial statements					

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp and membership number.
5. The above financial data will be updated to last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

WORKS IN HAND
(Ref. clause C2.2 (u) of ITT)

Member's legal name..... **Page ofpages**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s) (Assume inflation as given in Annexure1)	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion on as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done on the date of submission during next 48 months
TOTAL							

1. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature & stamp.
2. In addition to value of completed or ongoing work, penalty imposed should also be furnished.

APPENDIX- 20

(On Company's Letter Head)

Undertaking for disclosure of information under RTI Act

(Ref. clause C2.2 (v))

We are aware that the Ministry of Railways is required to furnish information to applicants under Right to Information (R.T.I) Act which may include information pertaining to us. We do hereby give our unconditional consent to RAILWAY ADMINISTRATION for providing the information/records to the applicants as 'third party' information under R.T.I Act except for the following matters:

- 1.
- 2.
- 3.

Stamp &Signature of Tenderer
(Each member in case of JV)

APPENDIX- 21

REFUND OF EMD THROUGH NEFT/ RTGS

(Ref. Clause C2.2 (w) of ITT)

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Account Type:
7. Account Number:
8. IFS Code of the bank Branch:
9. MICR Code of the Bank Branch:
10. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)
(A canceled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the Authorized person of the
Firm/ bidder with seal & Date

APPENDIX- 21-A
(Page 1 of 2)**FORMAT FOR AFFIDAVIT**

Annexure-A

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer)**

I.....(Name and designation)** appointed as the attorney/authorised signatory of the tenderer (including its constituents),

M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of (----- Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**

Sanjeeb Kumar

APPENDIX- 21-A
(Page 2 of 2)

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)**_____and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

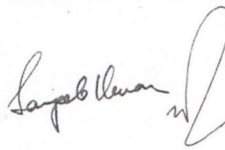
I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public



Appendix-22

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION				
Open E-Tender, in Two Bid System for Contract Number: M 442/19/3/OBHS/2018-19/4 years				
Name of Work: Contract work of provision of 'On Board Housekeeping Services' in train no. 12957/58, 19165/66, 19167/68, 19107/08, 12947/48 and 19420/19 for a period of 4 years.				
Name of the Firm/Tenderer : M/s				
SN	Item	Submitted		Reference Page No. in the Technical Submittal
		Yes	No	
CHECK SHEET FOR TECHNICAL SUBMISSION				
1	Tender Cost and Tender security (EMD) Details			
1.1	Tender Cost of requisite amount paid online through net banking/debit card/credit card.			
1.2	Tender security (EMD) of requisite amount paid online through net banking/debit card/credit card.			
2	POWER OF ATTORNEY			
2.1	Copy of POA/authorization in favour of authorized signatory of tender documents.			
2.2	In case of JV/Consortium, POA by each member in their authorized signatory.			
2.3	Does in case of foreign firm the POA/MOU/JV Agreement is notarized in the country of origin and stamped by Indian Embassy/High Commission.			
2.4	Documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association), each member in case of JV/consortium.			
3	DOCUMENTS REQUIRED AS PER CONTRACT			
3.1	Form of Tender (FOT) duly signed by Authorized signatory and also signed by witness.			
3.2	Appendix-1 of FOT.			
3.3	Undertaking for submission of duly completed BOQ/ PRICING DOCUMENT- Appendix-2. (Price bid to be done electronically)			
3.4	Proforma for Statement of deviations- Appendix-3.			
3.5	General information & Joint Venture Data- Appendix-4.			
3.6	Affidavit (None blacklisting/ Rescinded Etc.)-Appendix-5.			
3.7	Undertaking for the list of all ongoing works-Appendix-5A.			
3.8	Form for deployment of minimum number personnel- Appendix-6.			
3.9	Form for details of machinery & equipment to be deployed at each station- Appendix-7.			
3.10	Certificate for Housekeeping machinery- Appendix-8.			
3.11	List of specified chemicals & consumables- Appendix-9.			
3.12	Indemnity Bond- Appendix-10 Page 1 of 2.			
3.13	Indemnity Bond- Appendix-10 Page 2 of 2.			

For and On Behalf of President of India
 Divisional Railway Manager (Mechanical)
 Western Railway, Ahmedabad

Signature of Contractor
 with seal and date

3.14	Form for obligation/ statutory compliance to be ensured by contractor- Appendix-11.			
3.15	Undertaking for corrupt & fraudulent practice- Appendix-12.			
3.16	Banking Reference for Liquidity- Appendix-13.			
3.17	Undertaking for Financial stability- Appendix-14.			
3.18	Undertaking for downloaded tender documents- Appendix-15.			
3.19	Undertaking for disclosure of information under RTI Act- Appendix- 20.			
3.20	Details of refund of EMD through NEFT/RTGS- Appendix-21.			
3.21	Affidavit for documents submitted as per Appendix-21-A			
3.22	Check List- Appendix-22.			
4	WORK EXPERIENCE & FINANCIAL DATA			
4.1	Work Experience- Appendix-16 (Part-A).			
4.2	Summary of Appendix-16 (Part-A) in Appendix-16 (Part-B).			
4.3	Financial data- Appendix-17.			
4.4	Financial data for work done during the latest five financial years- Appendix-18.			
4.5	Work in hand- Appendix-19.			
4.6	All the forms, Annexures, Appendix etc. submitted as per tender document.			
5	ADDITIONAL REQUIREMENTS			
5.1	PAN No. submitted by tenderer.			
5.2	Sales Tax Registration Certificate/VATRC and Registration with contract cell of Sales Tax Department			
5.3	EPF Registration No.			
5.4	ESI Registration No. and Code No. as per ESI Act 1948.			
5.5	GST Registration No.			
CHECK SHEET FOR FINANCIAL SUBMISSION				
Documents required to be submitted along with the Technical Package				
1	Priced Bill of Quantities. (To be submitted on line)			
2	Appendix-3A Statement of Minor Deviation			
Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.				

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

(Signature of Tenderer)

Special Conditions of Contract (SCC)

1. Contract Agreement

The Form of Contract Agreement shall be in the format given in Annexure-2 of of ITT.

2. PERFORMANCE SECURITY/GUARANTEE

2.1 Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (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 up to 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 that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as 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.

2.2 The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

2.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.

2.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG, equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be en-cashed after completion of the contract.

2.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value -

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;

- (g) A Deposit in the National Savings Certificates;
 - (h) Twelve years National Defence Certificates;
 - (i) Ten years Defence Deposits;
 - (j) National Defence Bonds and
 - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also, FOR in favour of FA&CAO (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

2.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

2.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then **25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.**

Note: Performance Guarantee should be in favour of Sr. Divisional Finance Manager, Ahmedabad division, Western Railway.

2.8 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

2.9 The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of-

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
- (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

The scheduled foreign bank or scheduled commercial bank in India must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the BG will become operative and acceptable to the employer. It is, therefore, in the own interest of the contractor to obtain Employer's bank IFSC Code, it's branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Employer's Bank.

3 COORDINATION WITH OTHER CONTRACTORS

The contractor for this package shall plan and execute work in coordination and in co- operation with other contractors working for adjacent/other packages

4 SUFFICIENCY OF TENDER

The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.

The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the activities given in the schedule of work.

5 ACCESS ROUTE AND RIGHT OF WAY

Existing route and other public roads may be used by the Contractor to carry out Cleaning & Housekeeping activities, with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads.

Right of way to the work site shall be provided to the contractor and his employees. They shall always carry their photo identity card.

6 PROGRAMME, MONITORING, PENALTY /REWARD

6.1 PROGRAMME:

While On Board cleaning attention should be provided whenever desired / demanded for by the passengers, the toilets and wash basin must necessarily be cleaned at least twice between 05:00 hours to 22:00 hours or as per the train schedule and as necessary and also as required on demand at all hours. The passenger compartments and the aisle must also be cleaned and mopped 2 times in a day at suitable intervals as per train schedule and also as and when demanded by the passengers. Doorways, gangways and vestibules should also be cleaned frequently.

6.2 PENALTY:

- 6.2.1 Penalty shall be imposed for unsatisfactory work and shall be based on Average Passenger Satisfaction Index (PSI) of a train on round trip basis. The PSI for coach which is not attended at all or for which the specified No. of feedback forms have not been submitted shall be taken as 'zero'. Penalty for non-satisfactory performance shall be as under:-
- 6.2.2 In the event of complete train / coach not being attended for OBHS services, no payment shall be made for that round trip journey. Besides, a penalty of 50% of the accepted rate for the train / coach shall also be imposed.
- 6.2.3 In the event of less deployment of manpower or staff being not available en route, payment will be made for the actual men deployed/available i.e. actual workstations worked during round trip journey calculated on pro rata basis. In addition, an amount of ₹ 1000/- per man per round trip will be deducted as penalty for default committed as above.
- 6.2.4 No EHK: This shall be liable to penalty equal to ₹ 1000/- per EHK per round trip of the train.
- 6.2.5 Passengers shall be contacted at random for confirmation of PSI filled by them. In case of non-authentication of PSI by the passenger, the PSI of that coach shall be treated as 'zero'.
- 6.2.6 In case of adverse remark on cleaning quality and method by any inspecting official or in the event of any passenger complaint, the contractor will be liable for a penalty of minimum ₹ 1000/-(Rupees one thousand only) or / and the compensation awarded to complainant in any court of law and/or in consumer court.
- 6.2.7 Inadequate Resources (Tools & implements, consumables and other items): Any discrepancies in availability/working shall attract penalty of ₹ 100/- per item per incident.
- 6.2.8 Penalty of ₹ 100/--(Rupees one hundred only) per staff per trip will be imposed for staff not in uniform.

- 6.2.9** The contractor shall be liable to fined up to ₹ 1000/- per occasion at the sole discretion of the Railway Administration for misconduct on his/ their part or his /their representative or for any contravention of contract agreement.
- 6.2.10** In case any contractual staff is found drunk/under intoxication or carrying alcoholic drinks, narcotics, drugs or unsafe/illegal/fire hazardous material, possession of excess cash over and above declared a penalty of ₹ 10,000/- per case will be imposed.
- 6.2.11** In case of loss of Train Travelling Authority by the contractual staff, a penalty of ₹ 500/- per Train Travel Authority shall be recovered from contractor's bills.
- 6.2.12** On Board On-Demand Cleaning: On being demanded by On Board Passengers for cleaning through Clean My Coach/OBHS App or similar media, AC coaches should be cleaned within 10 Minutes and Non-AC coaches within 20 Minutes failing which, a penalty of ₹ 1000/- per complaint will be imposed on the contractor.
- Note:** Deduction for work not done is not a penalty as there is no work, no payment, therefore such deductions towards work not done should not be counted towards limit of penalty as stated anywhere in GCC or bid document.

6.3 Monitoring

In order to ensure that the performance of the contractor is as per requirements, Indian Railways will periodically monitor the adherence of the contractor to the stated requirements, the performance of the contractor on the defined scope and capture periodic passenger feedback travelling aboard the trains. Based on these parameters, the contractor's average monthly performance will be determined, which will determine the payment and penalty to be given to the contractor in the month.

- 6.3.1** In order to ensure effective working and monitoring of On Board activities of OBHS staff, following guidelines should be adhered:
- 6.3.2** Training of contractual staff regarding not only about the work to be performed by them but also with regard to their behaviour with passengers. A certification to this effect should be issued. Only certified trained staff should be deployed for 'OBHS' work. Zonal Railway should keep a record of such trained and certified staff.
- 6.3.3** Creating passenger awareness by display of stickers inside coaches, announcement at stations on the PA system at originating, terminating and en-route station by Zonal Railways. Old irrelevant sticker, if any, should be removed from coaches.
- 6.3.4** Ensuring attendance of on board staff, it may include attendance checks (en-route, at other end arrival / departure and at originating station after completion of journey). Use of modern technology like bio-metric attendance, scanned photo IDs, on-line recording, etc. Use of Biometric attendance system will be essential.
- 6.3.5** All contractual staff should be enrolled by Aadhar enabled Bio metric attendance system. Attendance should be marked not only at Originating and terminating stations but same should also be marked at the en-route stations wherever such Adhar enabled Biometric systems are available.
- 6.3.6 Biometric Attendance:** The Contractor will have to install GPS based Aadhar enabled Biometric Attendance System at the base depot as well as in the train. The attendance of contractual staff engaged as 'OBHS' shall be recorded by the usage of the same at the outset of journey, en route and at terminating station. In this direction, biometric system will have to be installed at the base depot and in pantry car or one of the coaches of the rake covered under OBHS. The cost incurred on the procurement, installation and maintenance of the Biometric system shall be borne by the contractor. Daily report duly indicating biometric attendance, Aadhar number, time and GPS location should be submitted to the Railway Supervisor.
- 6.3.7** Maintaining constant communication between on-board staff, their stationary liaison, base depot / divisional control and en-route divisions by ensuring mobile phone connectivity at all times.

- 6.3.8** Checks on consumables, cleaning tools, tackles, their brands, inventory and consumption en-route, etc. Monitoring of consumables on return and disposal of empty containers / cans.
- 6.3.9** Means for obtaining passenger feedback apart from PSI forms. These may include providing mobile number; email address, SMS facility etc. Railway may also provide facility for filling up PSI form on line by genuine passengers either through a mobile app or related website identified by Zonal Railways.

The above points are indicative and not exhaustive. Railways may built into their contracts further measures of monitoring and ensuring effectiveness of these contracts.

6.4 Work evaluation, payment

- 6.4.1** Payment to the contractor shall be based on average Passenger Satisfaction Index (PSI) for the complete rake for its round trip journey.
- 6.4.2** No payment shall be allowed if the train is cancelled and deduction shall be made on monthly basis.
- 6.4.3** PSI forms duly signed by both i.e. contractor's representative & Railway representative should be submitted to the office on daily basis to avoid delay in payment.
- 6.4.4** Contractor should submit a bill on Monthly basis only for the actual work carried out by 5th of every month along with a tabulated data for average PSI for round trip of all trains under the scheme to Sr. Section Engineer (C&W) of the depot who will certify the work, mentioned in the bill and then forward the bill to Sr. Coaching Depot Officer and further to Division along with his detail report if required.
- 6.4.5** 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 .The Bill shall not be processed for payment without the proof for labour payment.
- 6.4.6** Bill should be forwarded to the Divisional office for payment only after the countersignature of respective depot officer on Bill as well as Measurement Book. Sr. Coaching Depot Officer, Divisional Headquarter or Officer in charge of coaching depot shall be the final authority to sign the bill & Measurement Book. Payment shall be made on a monthly basis for each round trip of a train under the scheme. The paying authority will be the Sr. Divisional Finance Manager.
- 6.4.7** The successful tenderer shall have to submit the Xerox copy of PAN Card along with the bill. The bill shall not be processed for payment without the Xerox copy of PAN CARD.
- (i) Contractor has to give consent in the prescribed mandate from for receipt of payment through ECS / EFT.
 - (ii) Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Bank & Branch code as appearing in MICR cheque issued by the bank.
 - (iii) Contractor to attach certificate from their bank certifying the correctness of all above mentioned information.

6.4.8 Use of type and quantity of consumables and specified machinery

The authority will conduct check at starting station and can also conduct random checks on the use of consumables in cleaning the train anytime during the journey. Any discrepancy in the prescribed use and actual use of the consumables will be noted and recorded.

The authority will conduct check at starting station and can also conduct random checks on the use of machinery / equipment in cleaning the train during the journey. Any discrepancy in the prescribed and actual use of the machinery will be noted and reasons recorded.

6.4.9 Surprise visits conducted by officials of Indian Railways

Surprise visits will be conducted by the officials of Indian Railways who will examine the cleanliness of the coach. This will be in addition to the score card filled by the authority daily. There is no maximum defined number of surprise visits which Railways may conduct in any month, but the recommended minimum number of visits is twice in a month for each train.

6.4.10 Passenger Feedback and Complaints

- a. Passenger satisfaction and feedback is the essence of this contract work. The PSI forms duly printed with machine serial nos. will be deposited with Sr. CDO / CDO on a monthly basis. The nominated Railway Supervisor on daily basis shall issue these forms to the Contract Supervisor/Executive House keeper (EHK) after necessary authentication. The contractor shall make arrangement for making feedback forms available to the Passengers. The feedback forms for AC / Non AC coaches as in format at Annexure – 'S1' & 'S3' respectively shall be printed in two different colours.
- b. The contractor shall obtain Passenger feedback form at least 2 (Two) Passenger per reserved coach in each direction for trains having time tabled journey more than 24 hrs., otherwise only one forms should be collected. One feedback shall also be taken from TS / TTE for each direction over and above that from Passengers. Feedback form should be got filled after carrying out the housekeeping work and should never be taken immediately after start of the train.
- c. The passenger satisfaction index shall be calculated as illustrated at Annexure – 'S2' & 'S4'.
- d. All direct and indirect cost and obligations pertaining to employment of specialized manpower by the contractor will be borne by him under the turnkey scope of work.
- e. The contract work of providing 'OBHS' module will be made operational within a period of 21 days from the date of finalization of the contract agreement failing which the contract shall be terminated and EMD / SD forfeited.
- f. The contract is awarded with the essence of improving passenger comfort during travel. As such, it may be ensured that passenger is not put to any discomfort while carrying out on board cleaning and maintenance operation.
- g. Any additional instructions received from Head Quarter or Railway Board from time to time during the course of contract should be followed strictly.
- h. Attendance of On Board services staff will be certified by TXR at originating station and in up & down direction at the destination station as per format attached Annexure 'S10'.

The contractual staff will also carry a list of consumables and cleaning agents issued at the originating station as per Annexure 'S7'. This list will be presented to any of the inspecting official en-route / destination station

6.4.11 Scorecard

Penalty shall be imposed for unsatisfactory work and shall be based on Average Passenger Satisfaction Index (PSI) of a train on round trip basis.

SN	AVERAGE PSI	PENALTY
a	< 40%	No payment
b	40% to less than 60%	50% of the accepted rate for the train shall be deducted
c	60% to less than 75%	30% of the accepted rate for the train shall be deducted
d	75% to less than 85%	20% of the accepted rate for the train shall be deducted
e	85% to 100%	No penalty. Full payment shall be made

6.5 Penalty and Reward System

According to the table provided above, based on the monthly performance score of the contractor, the contractor's payment will be determined. Each month, payment to the contractor will be made by Indian Railways only after she/he furnishes proof of payment of that month's wages via bank transfer to all the staff employed under the contract with Indian Railways.

If the contractor's monthly performance is not satisfactory, score is <50%, the contract review process can be initiated. The railway authority will determine the appropriate course of action including the following –

- a) A performance notice may be sent to the contractor to improve the delivery of services/correct any default or negligent performance of duty that is highlighted in the notice.
- b) In the notice, the authority may provide a stipulated time for corrective action to be taken by

the contractor. If the contractor does not take corrective action or the contractor's service delivery does not improve within the stipulated time as provided, the appropriate authority may choose to initiate the termination proceedings.

7 PROTECTION OF ENVIRONMENT

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense.

(b) In the conduct of cleaning activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the schedule of rates.

Contractor shall use Environment friendly chemical/ detergents/ reagents for the purpose of Cleaning & housekeeping to the extent possible.

8 Water

The Contractor's men engaged in OBHS work should use water judiciously and avoid wastage of water.

9 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

No material, tools, and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The Contractor shall have to identify sources for supply of all such cleaning reagents and consumable materials and get them approved by the engineer before use. The Contractor shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

The contractor should have the capacity to keep the equipment's in good fettle.

10 SECURITY OF THE SITE

Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. If any employee of contractor is caught stealing Railway property, a fine of ₹ 50,000/- shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the housekeeping staff. Decision of Railway administration shall be final.

Contractor's employees and representatives shall wear identification Badges (cards), uniforms, cap, hand gloves, gum boots & other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.

11 LABOUR LAWS

The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor or his sub-contractors on the Site. Clause 16 of "Employer's Requirements" may also be seen in this regard.

12 HOUSING FACILITIES

The Contractor shall have to make his own arrangements for housing facilities for his staff.

13 DUTIES, TAXES, ROYALTY ETC AND CHANGE IN TAXES/DUTIES

The rates quoted by the tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc.

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of tax returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

13.1 The rates quoted by the tenderer should be all inclusive rates (AIR) i.e. inclusive of all taxes, duties, levies and GST. The rates quoted by tenderer shall be deemed to be all inclusive rates (AIR). The estimate cost of subject contract work is inclusive of GST @ 18%.

13.2 The bidders shall quote their Price as per the existing GST prevailing at the time of submission of tender. The said Rate including amount of all Taxes will be applicable as on the due date of submission of the tender”.

13.3 Any change in tax laws due to the following may be considered and compensated to the contractor if such change in the tax laws occurs after the due date of submission of the tender.

- (i) Any new tax imposed post due date of tender submission.
- (ii) Change in the rate of any existing tax after due date of tender submission.

13.4 The increase/decrease in taxes due to the above conditions will be compensated/ adjusted by the Railway administration, if there is net variation in the amount of such taxes over and above the AMOUNT and RATE of all applicable Taxes viz GST, which are included in the bid price/ quote for the tender as applicable on the due date of tender submission.

14 Price Variation Clause (PVC)

The Price Variation Clause is devised as per the composition of an individual work/ service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter.

14.1 Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months.* Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (*refer to rule 225, General Financial Rules, 2017)

14.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration. **In case of negotiation, the base month shall be taken as month of negotiation for the bid.**

14.3 Validity: Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

14.4 Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

- 14.5** Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.
- 14.6** The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) and the higher of the two shall be paid.

The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

Component	Percentage	Component	Percentage
Labour Component	70%	Other Material Component	15%
Fuel Component	0%	Fixed Component	15%*

*** Fixed component shall not be considered for any price variation.**

Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

$$L = \frac{(W \times L_c) \times (L_o - L_b)}{100 \quad L_b}$$

$$M = \frac{(W \times M_c) \times (M_o - M_b)}{100 \quad M_b}$$

$$F = \frac{(W \times F_c) \times (F_o - F_b)}{100 \quad F_b}$$

Where: L = Amount of price variation in Labour

M = Amount of price variation in Materials

F = Amount of price variation in Fuel

L = Amount of price variation in Labour

Lc = % of Labour Component

Mc = % of Material Component

Fc = % of Fuel Component

W = Gross value of work done (services performed) by contractor as per on- account bill(s), excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer).

Lb = Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period.

Lo = Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.

Mb = Index Number of Wholesale Prices - By Groups and Sub-Groups: All commodities- as published in the R.B.I. Bulletin for the base period.

Mo = Index Number of Wholesale Prices - By Groups and Sub-Groups: All commodities - as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.

Fb = Index Number of Wholesale Prices - By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the base period.

Fo = Index Number of Wholesale Prices - By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.

- 14.7** The demands for escalation of cost shall be allowed on the basis of provisional indices made

available by Reserve Bank of India and revision in the minimum wages. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

15 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1.3 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

- 15.1** In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract; as the case may be.
- 15.2** In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract.

(Authority: RB's letter no. 2017/EnHM/25/11 (Pt. I) dated 06.04.2018)

16 ADVANCES

No advance shall be paid to the Contractor.

17 PAYMENT

- a) The payment shall be made on monthly basis for the actual work done during the month.
- b) The payment will be based on the Score Cards duly verified by the Depot In charge.
- c) If there is any change in the composition of the train then the payment will be done on Pro-rata basis.
- d) The Contractor should submit the bill on monthly basis only for the actual work carried out to SSE (C&W)/ nominated Railway's representatives, who will certify the work by recording the same in MB, mentioned in the bill and then forward the same to concerned depot office along with detailed report for onward submission to division.
- e) The consignee shall have to submit the summary of penalties to be imposed in detail in tabular form as mentioned in penalty clause.
- f) SSE(C&W), KKF will be the consignee and Sr. CDO-KKF/ADME-KKF will be the officer In-Charge for this contract work.
- g) Bill should be forwarded to the Divisional office for payment only after the counter signature of respective officer on Bill as well as Measurement Book.
- h) Sr. DME-ADI shall be the bill passing authority and Sr. DFM-ADI shall be the bill paying authority.
- i) If any activities not carried out as per the schedule of work as mentioned in scope of work, the penalty will be imposed as per relevant penalty clauses.

18 Tax Deductions at Source

Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.

19 Contractor's care of the works

- 19.1** The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.

20 The garbage / litter shall be collected from the coaches in polybags / eco-friendly bags. These bags shall be sealed with a rubber band / cable tie to avoid spilling of garbage and shall be handed over to the C&W / other nominated representatives at nominated en-route station for each train for further disposal. OBHS shall carry the list of nominated garbage disposal points issued by the Sr. DME/ Sr. CDO/CDO/Depot Officer for specific train.

20.1 Accidents: It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy cleaning personnel who are adequately trained in safety. If any accident occurs On Board or within the station area due to cleaning & housekeeping operations or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

21 Insurance

21.1 All of the contractor's employees shall have to be covered under ESI as per extant rules. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.

21.2 The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause 21.1) which may arise out of the performance of the contract as per extant rules.

22 NOTICES AND INSTRUCTIONS

The Contractor shall furnish to the Employer/Engineer the postal address of his office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.

The Contractor shall establish an office in the **divisional headquarters / approved city** in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

23. The On board Housekeeping Services (OBHS) scheme shall be awarded on turnkey basis. The turnkey service contract will cover providing the following:

- Hand implements, tools & tackles.
- Tool kits required for petty repairs.
- Consumables, cleaning and disinfecting agents.
- Workers (OBHS) & Executive Housekeeper.
- Set of uniform with distinguishing logo and identification of OBHS / Executive Housekeeper.
- Passenger Feedback mechanism & awareness programme.
- Any other resource required for the work.

24. The contract work of provision of 'OBHS' pertains to On-Board cleaning of coach including coach toilets etc. as per job description detailed in the scope of work utilizing resource as per contracted resource specifications.

25. The Executive Housekeeper will maintain constant liaison with the Sr. CDO / CDO/Depot Officer/Sr. Section Engineer (C&W) of the primary depot or their nominated representatives for the OBHS (OBHS) service through mobile communication facility. The contractor shall provide a Mobile phone with roaming facility to the Executive Housekeeper and advise his number to the Sr. CDO/CDO or his authorized representative of the base depot. The On Board Executive Housekeeper shall also

- keep in his possession telephone numbers of Carriage control Offices of all such divisions through which the train passes for communicating emergent requirements like special attention required for watering of coach / coaches (which would have run dry) at a subsequent station, attention to passenger amenity items inside coaches etc. which cannot be attended On Board with available resources. These details shall be provided / updated by the primary depot.
26. The contractor should take utmost care to ensure that no damage to the coaches / Railway property takes place due to any act of his workmen.
 27. The work is to be carried out on running trains and therefore every precaution shall be taken by the contractor to protect the Labour and materials. The contractor shall adhere to the Labour rules, Workmen Compensation Act and Payment of Minimum Wages Act and other Labour or applicable legislation in force.
 28. The contractor shall furnish complete details of the workers engaged for 'OBHS' including Executive Housekeeper (EHK) i.e. their names, address, age, qualification, certificate of police verification and Aadhar card. These details of all the staff including the Executive Housekeeper should be submitted to Sr. CDO/CDO/Depot Officer or his authorized representative before starting the work. Sr. CDO/CDO/ Depot Officer concerned will issue a certificate (with a photo graph of the Executive Housekeeper / workers pasted on it) to identified personnel authorizing them to travel on primary trains of his coaching depot for providing On Board Housekeeping services. Sample format of the certificate is enclosed as Annexure – 'S5'.
 29. The contractor shall ensure that all the workers (OBHS) engaged including Executive Housekeeper / supervisor are medically fit and not suffering from any contagious disease. He shall ensure due Medical check-up of all his staff periodically as per GCC for services and submit a copy of the certificate to Sr. CDO / CDO/Depot Office.
 30. The contractor should issue identity cards with photographs to all the workers and the Executive Housekeeper. The identity card should be available with the staff while on board in the train.
 31. The contractor shall instruct the workers (OBHS) engaged to close the coach toilet taps, when not in use, to avoid wastage of water.
 32. The passenger satisfaction index shall be calculated as illustrated at Annexure – 'S2' & 'S4'.
 33. The contract is awarded with the essence of improving passenger comfort during travel. As such, it may be ensured that passenger is not put to any discomfort while carrying out on board cleaning and maintenance operation.
 34. Any additional instructions received from Head Quarter or Railway Board from time to time during the course of contract should be followed strictly.
 35. Attendance of On Board services staff will be certified by TXR at originating station and in up & down direction at the destination station as per format attached Annexure 'S10'.
 36. The contractual staff will also carry a list of consumables and cleaning agents issued at the originating station as per Annexure 'S7'. This list will be presented to any of the inspecting official en-route / destination station.
 37. The workers shall be provided the following items by the contractor during their deployment under 'OBHS' scheme:-
 - i. Coverall/Apron exclusively to be worn while performing toilet cleaning work.
 - ii. White shirt and a trouser of khaki colour made up of a blended (Polyester + cotton/viscose) fabric on duty except while performing toilet cleaning work.
 - iii. Cap
 - iv. Hand Glove
 - v. Shoes
 - vi. Face Mask
 - vii. Name badge

The above list is bare minimum and can be augmented by the Railway based on requirement.

The workers and supervisors should wear the assigned uniform while on duty.

38. Guidelines for providing tools, tackles, implements and consumables:

Care may be taken to ensure that segregation of brushes for toilet cleaning and other area by colour coding, size of handles etc. The list given is indicative and not exhaustive.

39. The following cleaning agents shall be required for cleaning work under the scheme:-

- a. Cleaning compound for PVC floor, Rexine and wall panels.
- b. Cleaning agent for commode pan & wall protector
- c. Disinfectant fluid
- d. Mirror / window glass cleaner
- e. Deodorant stick in lavatories
- f. Liquid soap for hand wash
- g. Room freshener (for coaches where automatic odour control system have not been installed)
- h. Mosquito repellent
- i. Toilet paper rolls in western style toilets.

Certain brands of above items along with an indicative quantity to be used are included in the tender document for information. While Railway may go in for other brands also, it may be ensured that they are conducive for use in bio-toilets, are bio-degradable and eco-friendly. The cleaning agents being used should conform to norms specified by State Pollution Control Boards and do not require special permission / license for their usage. While separate cleaning compounds have been specified for different applications, a common cleaning solvent for more than one area can also be accepted by Zonal Railways.

40. The OBHS scheme shall be limited to only reserved class vestibule coaches. However, the coaches like GS/SLR/WCB etc. having Bio-toilets and which are not covered under this contract shall also be attended by contractual staff i.e. 'OBHS' on call.
41. The contractor shall utilize state of the art tools and tackles and environment friendly biodegradable cleaning agents / consumables. Coaches with environment friendly biological toilets must however be attended to using only the chemicals / cleaning agents approved by the OEM.
42. For any increase or decrease in frequency of trains, payment will be made on the basis of actual round trips performed.
43. Change in Train Composition during the period of Contract: In case of increase / decrease in coaches covered under the OBHS scheme in any train during the currency of the contract, the payment for round trip shall be increased / decreased on pro-rata basis of number of coaches originally existing in the composition of the corresponding train.
44. In case of change of route or period / distance of journey, there will be no change in payment of the round trip.
45. The contractor shall furnish complete details of the workers i.e. their names, address, age, qualification, medical certificate, Bank details of all employees in which salary will be disbursed, registration under EPF & ESIC and certificate of police verification. These details of all the staff including the Executive Housekeeper should be submitted to depot officer/consignee or his authorized representative before starting the work.
46. The contractor should ensure that the on board staff collects the glue boards before boarding the train at boarding station and return them at the originating station on return if unused.
47. **Labour Payment through Bank:** The labours engaged by the contractor shall be paid their wages through ECS facility of bank and contractor shall have to submit the proof of labour payment at minimum wage rate with every bill. Statement of Bank payment showing details of salary paid to the workers duly signed by Contractor and Railway Representative should be enclosed with every bill claimed. The workers deployed by the contractor for the work must have individual bank account in their own name and the details of bank particulars should be submitted to the consignee. The contractor while submitting the on account / final bill for a particular month shall enclose the copy of the bank statement showing the payment has been made directly to the bank account through ECS of the labours in accordance with prevailing minimum wages. The Bill shall not be processed for payment without the proof for labour payment.

48. **Observance of Minimum Wages Act:** The Tenderer (s) must ensure the observance of minimum wages Act while quoting the rates for the subject contract work and any offer violating the minimum wages Act i.e. offers cost below the cumulative minimum wages of labour shall be summarily rejected.
49. The Contractor shall have to adhere to all the provisions of labour laws and laws/acts dealing with social security schemes for contractual workers. It shall be responsibility of the contractor to deposit contributions towards EPF & ESIC to its workers account along with the payment of wages in time.
50. **Rates:** The estimated cost of work is inclusive of all taxes, overhead cost and profit margin. Tenderers are required to quote all inclusive rates.
51. Railway reserves the right to increase or decrease the quantity of various NS items of schedule of work during the currency of the contract. Similarly the execution of any item can be terminated at any point of time at the sole discretion of Railway Administration.
52. Railway shall not be liable to any loss of life or injury to contractor staff and the contractor shall indemnify the Railway Administration from such losses or claims whatsoever arising out due to such losses or injury.
53. The Contractor shall keep in force a policy / policies of insurance against all liabilities and recognized risk in respect of accident to person employed by Contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the Contractor shall be responsible against all claims under Work Men Compensation Act, labour Contract Act etc.
54. The Contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the Contractor in Railway whatsoever ground shall be entertained.
55. The security of contractor's machines / material / tools and plant / consumables will be the responsibility of contractor.
56. The quantities shown in the schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given in estimated rate schedule and no extra rate will be allowed on this account. However payment will be made on actual basis.
57. "Journey Hours" for this tender shall be the scheduled journey hours of the train during the run, however the work shall be carried out during the whole of actual journey hours of the train, even if it differs from the scheduled journey hour.
58. The total round trip journey hours of the train for the purpose of billing will be calculated as per round trip hours as indicated in estimated Bill of Quantity & Rates.
59. The train may run late some time, the contractor shall have to make adequate arrangements to maintain the train to required standards during late running.
60. Accommodation and space for consumables etc. shall be provided to the On Board Housekeeping personnel in the trains as per Railway Board's letter NO. 2006/M (C)/165/9 dated 17.07.2009. If space cannot be provided due to design of the coach, the accommodation as per Railway Board's instructions vide letter no. 2013/TG-I/20/P/OBHS dated 22.02.2013 (Commercial circular no. 15 of 2013) or latest should be provided. However, notwithstanding with this clause contractor shall not discontinue OBHS services in case of non-availability of such coaches or due to lack of accommodation.
61. The contract shall be governed by General Conditions of Contract (GCC) for Services with latest modifications in conjunction with special conditions of contract, conditions of contract and scope of work contained herein in Standard Bid Document (SBD) of the subject work.
62. **DEFINITIONS AND INTERPRETATION**
Definitions: Throughout this Tender document the following definitions shall apply:
 - a. **Interpretation:** These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any annexed to Bid Forms.
 - b. **Definition:** In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

- a. **Railway** shall mean the President of the Republic of India or the Administrative Officer of the Railway or of the Successor Railway authorized to deal with any matters which these presents and concerned on his behalf.
- b. **General Manager (GM)** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- c. **Chief Manager** shall mean the Officer in charge of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. (for e.g. CME, COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successor Railway.
- d. **Divisional Railway Manager (DRM)** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- e. **Manager** shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr. DME, Sr. CDO, Sr. DOM, Sr. DCM, CMS, Sr. DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.
- f. **Bidder** shall mean the person/ the firm/ co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.
- g. **Limited Bids** shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.
- h. **Open Bids** shall mean the bids invited in open and public manner and with adequate notice.
- i. **Works** shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid forms and required to be executed according to the specifications.
- j. **Service** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.
- k. **Earning Contract** means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler I 2-wheeler stands; publicity on platforms/ trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc."
- l. **Specifications** shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.
- m. **Schedule of Rates of the Railway (SOR)** shall mean the Schedule of Rates issued under the competent authority from time to time.
- n. **Drawings** shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.
- o. **Contractor** shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.
- p. **Contract** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special

- Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.
- q. **Tools and plants** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.
 - r. **Temporary Works** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.
 - s. **Site** shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
 - t. **Period of Maintenance** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.
 - u. **Two Bid System/ Two Packet System** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.
 - v. **Quality and Cost Based Selection** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.
 - w. **Singular and Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
 - x. **Headings and Marginal Headings:** The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
 - y. **CRSE (Coaching)** i.e. Chief Rolling Stock Engineer (Coaching) shall mean the Officer-in-charge of Coaching in Mechanical Department of Western Railway.
 - z. **CRSE (F&O)** i.e. Chief Rolling Stock Engineer (Freight & Operation) shall mean the Officer-in-charge of Freight & Operation in Mechanical Department of Western Railway.
 - aa. **Manager's representative** shall mean the Divisional Mechanical Engineer (DME), Coaching Depot Officer (CDO), ADI, Assistant Divisional Mechanical Engineer (ADME), and SSE(C&W) of the depot/shed or any other supervisor nominated by Sr. DME.
 - bb. Engineer means Manager or vice versa.
 - cc. **GCC** shall mean General Conditions of Contract for Services issued by Railway Board in January-2018 with latest amendments issued, if any.
 - dd. **Sr. DFM-ADI** shall mean Senior Divisional Finance Manager, Ahmedabad.
 - ee. **ADI** means Ahmedabad Division of Western Railway.
 - ff. **KKF** means coaching depot, Kankaria of Ahmedabad division of Western Railway.
 - gg. **SSE (C&W)** means Senior Section Engineer (Carriage & Wagon) of respective depot/ shed/station.

EMPLOYER'S REQUIREMENT FOR CLEANING AND HOUSE KEEPING

1.0 Cleaning and Housekeeping Operations Timings:

- 1.1** While On Board cleaning attention should be provided whenever desired / demanded for by the passengers, the toilets and wash basin must necessarily be cleaned at least twice between 05:00 hours to 22:00 hours or as per the train schedule and as necessary and also as required on demand at all hours. The passenger compartments and the aisle must also be cleaned and mopped 2 times in a day at suitable intervals as per train schedule and also as and when demanded by the passengers. Doorways, gangways and vestibules should also be cleaned frequently.

2.0 Cleaning materials/detergents/ reagents:

- 2.1** The environmental friendly cleaning reagents/ detergents to the extent possible to be used for cleaning & housekeeping operations. These should be free from chemical reactions, odorless and should not affect to travelling passengers. Employer's approval should be obtained before using the cleaning detergents/ reagents materials. The contractor shall submit the final list of Eco friendly reagents/detergents/chemicals. Employer has a right to alter the given approval any time during the period of contract.
- 2.2** The Cleaning & Housekeeping works are to be carried out as per these International norms/standards like ISO-14001 & OHSAS 18001 for Environment, Health & safety, as applicable, and in such a manner that coaches always look neat & clean. Eco friendly chemicals /Reagents to the extent possible shall be used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

3.0 Cleaning & Housekeeping Machineries/Equipments etc.:

The Machine & Equipment provided for Cleaning and Housekeeping should have adequate capacities in such manner that all Cleaning and housekeeping operation are comfortably completed.

4.0 Toilet cleaning

- 4.1** Housekeeping agency shall be fully responsible for any loss, theft or missing of all the sanitary and water supply fittings installation and equipment in toilets. Any damaged/loss of fittings shall be made good within 24 hrs. failing which suitable penalty will be imposed as per relevant Para.

5.0 Cleaning and housekeeping Personnel:

The personnel should be smartly dressed in neat and clean uniforms having firms logo, the uniform and personal protection equipment should be provided free of cost by the contractor.

Combination of three reserved coaches will be called a workstation. Normally for every workstation i.e. for every three coaches there shall be one janitor. There shall be one Executive Housekeeper to supervise the work in the train. In case where the reserved coaches will not be in multiple of 3 coaches as per the composition of train the deployment of janitor shall be as per the following. For example in a train with 18 reserved class coaches, a total of 6 janitors and 1 Executive Housekeeper (EHK) will be required. If there are 19 reserved class coaches, a total of 6 janitors and 1 EHK will be provided. If there are 20 reserved coaches then 7 janitors and 1 EHK shall be provided. Number of janitors required will also be calculated in the similar way.

The contractor must make his own arrangements for lodging their housekeeping personnel.

6.0 SUBMITTAL BY THE SUCCESSFUL TENDERER AND COMMENCEMENT OF WORK

Successful Tenderer shall submit the following for getting the approval from the Employer within 3 days from the date of issue of LOA.

- 6.1 Deployment of min. man-power as mentioned in Appendix-6 along with CVs of the personnel. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor's authorized representative and shall contains the following information but not limited to :-

- 6.1.1 Name in full
- 6.1.2 Father's name
- 6.1.3 Date of Birth
- 6.1.4 Present Address
- 6.1.5 Permanent Address
- 6.1.6 Educational Qualification
- 6.1.7 AADHAR Card Number
- 6.1.8 Cleaning & Housekeeping experience
- 6.1.9 Any other experience

On top of every CV, the proposed category is also to be indicated. In case the individual does not have AADHAR Card, it is the contractor's obligation to provide necessary assistance in obtaining the same within one month of deployment of said staff on duty.

7.0 Communication facility:

- 7.1.1 The Managers shall be provided with mobile/WLL telephone
- 7.1.2 EHK/Supervisor shall be given a mobile/WLL telephone by contractor, which shall be used during round trip journey.

8.0 Cleaning procedures:

- 8.1 Cleaning of coaches on board shall be done as per scope of work.
- 8.2 Eco friendly cleaning detergents /reagents/ chemicals shall be used with the approval of RAILWAY. Contractor shall ensure that availability of the cleaning detergents/reagents chemicals etc. adequately. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc. on daily basis.

9.0 Accidents:

- 9.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy Cleaning personnel who are adequately trained in safety.
- 9.2 If any accident occurs within the working hour of contract due to cleaning & Housekeeping operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- 9.3 If any damage occurs to the structures/ material & equipment due to Cleaning and Housekeeping operations, the cost of damage will be recovered from the contractor's bill.
- 9.4 Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type, payment, and employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.

10.0 Consumables to be supplied by the contractor:

The following consumables shall be supplied during the contract period at the contractor's cost.

- 10.1 All cleaning chemicals and consumable items as listed in Appendix-9 of FOT.

All items/consumables shall be made available by the contractor. Whenever, any item is consumed, the same shall be replaced immediately. And all the items and other

consumables/ chemical would be kept in custody of Engineer's representative and got issued as per trip requirement.

11.0 Uniforms, Name badges & Photo identity cards:

11.1 Uniforms are to be provided by the agency to worker/staff free of cost.

All Managers, Executive Housekeepers, and Janitors shall wear neat & smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo as per Annexure, S8 & S9. All staff shall be provided with Name badges & Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the color photographs of the personnel and not the copy of photographs. Necessary Personnel protective Equipments shall be provided by the contractor as per the requirement for implementation of ISO 14001 & OHSAS 18001.

The contractor will have to get the Police verification done for all the Cleaning & Housekeeping personnel deployed on work. Intimation for deployment of new housekeeping staff after police verification is to be submitted every month along with bill raised.

The contractor shall keep record of all the activities carried out in each round trip.

12.0 TRAINING FOR OBHS STAFF:

In addition to the qualification, all the OBHS staff employed by the contractor will have to compulsorily undergo training in both hard skills and soft skills required to provide the cleaning and housekeeping services efficiently.

- a) Soft Skills Training – The entire contractor's staff must compulsorily undergo training in soft skills such as courteous and polite behavior with all the passengers, to Railway /staff, with co-workers etc.
- b) Cleaning – The contractor has to provide comprehensive training to all the staff in the required cleaning, appropriate use of machinery, use of consumables etc. before the start of work.
- c) Electrical/ Mechanical Repairs – This training would be provided by Indian Railways to all the staff employed by the contractor free of cost. The contractor must ensure that each and every member of her staff undergoes this training and is certified by the competent Railway authority before the start of actual work.
- d) Maintenance of Bio-toilets – Indian Railways will provide the training in the cleaning and proper maintenance of Bio-toilets free of cost. The contractor must ensure that each and every member of her staff undergoes this training and is certified by the competent Railway authority before the start of actual work.

The requisite competency certificates must be provided by the Contractor. This has to be provided by the contractor compulsorily to all the staff before the start of work.

Code of Conduct

Dress code

- Every personnel working for OBHS should always be available in uniform at all times.
- Dress should be clean and worn properly.

Timings

- All personnel to report to work on the assigned time and be present till the assigned time for leaving or completion of cleaning activity whichever is later.

Behaviors

- All personnel need to be courteous to passengers and Railway Staff.
- Janitors should follow supervisor's instructions on behavior.

- Arguments with passengers, Railway staffs and RO (Railway officials) should be avoided at all costs.
- All work-related issues or objections should be directly handled by the EHK.

Language

- While communicating with passengers/Railway Staff the entire Contractor's staff will use language understood by them.
- The language used shall be preferably local language.

- 13.0** (a) The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A)C Rules 76 Chapter-VII).
- (b) The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A) C Rules 77 Chapter-VII).
- 14.0** The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages shall be displayed in English and in Hindi. CL(R&A) C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A) C Rules 81(2)].
- 15.0** The contractor shall maintain all the statutory Registers including the following:
- (a) Registers of persons employed in Form-XIII. CL(R&A) C Rules 75 Chapter-VII.
 - (b) Muster Roll Register in Form-XVI. CL(R&A) C Rules 78(a)(i) Chapter-VII.
 - (c) Wage Register in Form-XVII. CL(R&A) C Rules 78(a)(i) Chapter-VII.
 - (d) Deduction Register for Damage or Loss in Form-XX. CL(R&A) C Rules 78(a)(ii) Chapter-VII.
 - (e) Register of Fines in Form-XXI. CL(R&A) C Rules 78(a)(ii).
 - (f) Register of Advances in Form-XXII. CL(R&A) C Rules 78(a)(ii).
 - (g) Register of Overtime in Form-XXIII. CL(R&A) C Rules 78(a)(ii).
- 16.0 The contractor shall strictly follow all the statutory labour laws including but not limited to:**
- 16.1** The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(iii).
- 16.2** The contractor shall send half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A) C Rules 82(1).
- 16.3** The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).
- 16.4** The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by the State Government or Central Government, whichever is higher, through Bank transfer. The contractor shall submit every month, a documentary evidence of having transferred the gross minimum wages to each of the workman failing which his bills shall not be passed.
- 16.5** The contractor shall deposit PF contribution in respect to all its employees up to the wage ceiling limit of ₹15,000/- or as applicable. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- 16.6** The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- 16.7** The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Rule-25 of the Minimum Wages (Central) Rules, 1950).

- 16.8 The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules), where ever applicable.
- 16.9 The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized performa).
- 16.10 All payments of wages shall be made through bank transfer in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

Contract Labour (Regulation & Abolition) Central Rules**FORM XIX**

See Rule 78(1)(b)

Wage Slip**Name and Address of Contractor****Name and Address of Workman**

Nature and location of work_____

Name and Father's/Husband's name of the workman_____

For the Week/Fortnight/Month ending_____

1. No. of days worked_____
2. No. of units worked in case of piece-rate workers_____
3. Rate of daily wages/piece-rate_____
4. Amount of overtime wages_____
5. Gross wages payable_____
6. Deductions a) Contribution for PF_____
- b) Contribution for ESI_____
- c) Others, if any (head wise, with amount)_____
7. Net amount of wages paid_____

Initials of *the Contractor**Representative*

Form D (See rule 5)**ANNUAL RETURN- BONUS PAID TO EMPLOYEES FOR THE ACCOUNTING YEAR ENDING ON THE.....**

1. Name of the Establishment and its complete postal address:
2. Name of Industry:
3. Name of the Employee:
4. Total number of employees:
5. Numbers of Employees benefited by bonus payments:

Total amount payable as bonus under section 10 or 11 of the payment bonus Act, 1965 as the case may be	Settlement, if any, reached under section 18(1) of 12(3) of the industrial disputes Act 1947 with date	Percentage bonus declared to be paid
(1)	(2)	(3)

Total amount of bonus actually paid	Date on which payment made	Whether bonus has been paid to all the employees, if not, reasons for non payment	Remark
(4)	(5)	(6)	(7)

Signature of the Employer of his Agent

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

SPECIFICATIONS FOR OBHS

Guidelines for Turnkey Project Resource Specification for 'OBHS' Scheme:

(A) Manpower (Janitors):

The scheme of provision of "OBHS" requires sufficient number of manpower who are exposed to housekeeping industry. Combination of three coaches will form a workstation and each workstation shall be manned by one janitor who should preferably be in the age group of 18 – 45 years.

(B) Manpower (Executive Housekeeper):

One Executive Housekeeper in the age group of 25 – 45 years shall also escort the train during its round trip. The EHK must be Graduate having experience in the housekeeping industry.

(C) Guidelines for ensuring adequate contractor staff on board:

1. Contractor staff shall report more than one hour in advance before departure of the train otherwise they will not be allowed to board the train.
2. The Railway OBHS supervisor will record the names and signature of all the members of 'OBHS' team before permitting them to board the train.
3. The contractual OBHS staff shall also get their physical presence certified at the other end from the nominated representative of the other end Zonal Railway. If the certification from nominated supervisor for the physical presence at other end is not received, it will be assumed that the concerned staff has / have not travelled at all and accordingly applicable penalties for absence of contractual staff shall be levied.
4. Record for manpower deployment for nominated train should be maintained by contractor as per Annexure: S10.

(D) Guidelines for ensuring effectiveness of 'OBHS' contract:

In order to ensure effective working and monitoring of On Board activities of OBHS, following guidelines should be adhered:

1. Training of contractual staff regarding not only about the work to be performed by them but also with regard to their behaviour with passengers. A certification to this effect should be issued. Only certified trained staff should be deployed for 'OBHS' work. Zonal Railway should keep a record of such trained and certified staff.
2. Creating passenger awareness by display of stickers inside coaches, announcement at stations on the PA system at originating, terminating and en-route station by Zonal Railways. Old irrelevant sticker, if any, should be removed from coaches.
3. Ensuring attendance of on board staff, it may include attendance checks (en-route, at other end arrival / departure and at originating station after completion of journey). Use of modern technology like bio-metric attendance, scanned photo IDs, on-line recording, etc. Use of Biometric attendance system will be essential.
4. All contractual staff should be enrolled by Aadhar enabled Bio metric attendance system. Attendance should be marked not only at Originating and terminating stations but same should also be marked at the en-route stations wherever such Adhar enabled Biometric systems are available.
5. **Biometric Attendance:** The Contractor will have to install GPS based Aadhar enabled Biometric Attendance System at the base depot as well as in the train. The attendance of contractual staff engaged as 'OBHS' shall be recorded by the usage of the same at the outset of journey, en route and at terminating station. In this direction, biometric system will have to be installed at the base depot and in pantry car or one of the coaches of the rake covered under OBHS. The cost

incurred on the procurement, installation and maintenance of the Biometric system shall be borne by the contractor. Daily report duly indicating biometric attendance, Aadhar number, time and GPS location should be submitted to the Railway Supervisor.

6. Maintaining constant communication between on-board staff, their stationary liaison, base depot / divisional control and en-route divisions by ensuring mobile phone connectivity at all times.
7. Checks on consumables, cleaning tools, tackles, their brands, inventory and consumption en-route, etc. Monitoring of consumables on return and disposal of empty containers / cans.
8. Means for obtaining passenger feedback apart from PSI forms. These may include providing mobile number; email address, SMS facility etc. Railway may also provide facility for filling up PSI form on line by genuine passengers either through a mobile app or related website identified by Zonal Railways.

The above points are indicative and not exhaustive. Railways may built into their contracts further measures of monitoring and ensuring effectiveness of these contracts.

(E) Equipment & Tools:

The list of tools, tackles, implements etc., to be provided under 'OBHS' scheme shall be as under:

- i. Super absorbent floor mopper:
- ii. Squeeze Brush:
- iii. Bottle with spray gun for storing and dispensing cleaning chemicals:
- iv. Toilet Commode Brush:
- v. Carpet Brush:
- vi. Upholstery cleaning brush:
- vii. Bucket:
- viii. Window glass squeeze:
- ix. Micro Fibre Cloth for Mirror Cleaning:
- x. Sponge Duster for washbasin cleaning:
- xi. Disposable bags for garbage collection:
- xii. Tool kit:

These tools should be replaced for their effective performance as and when required or as instructed by the Railways.

(F) The details of equipment & tools are as follows:

SN	Description
(i)	<u>Super absorbent floor mopper:</u> For coach floor cleaning of passenger compartments and aisle area, a mopper with 100 to 150 cms long aluminum handle and a cloth based swivel head mop system for quick maneuvering shall be used @ 1 per workstation. It shall also have flexibility and maneuverability to reach under the berths and corners. (Life cycle-03 months)
(ii)	<u>Squeeze Brush:</u> For toilet floor scrubbing and drying, a squeeze having 140 to 150 cms long aluminum handle and polypropylene bristles for and foam rubber blade for two in one scrubbing and drying action shall be used @ 1 per workstation. (Life cycle-03 months)
(iii)	<u>Bottle with spray gun for storing and dispensing cleaning chemicals:</u> A good quality plastic bottle of at least 500 ml capacity having lockable spray gun shall be provided @ 1 per workstation. (Life cycle-03 months)

(iv)	<u>Toilet Commode Brush:</u> For cleaning of toilet commode, pan and chute area, a suitable commode brush with polypropylene bristles shall be provided @ 1 per workstation (Janitor) required. (Life cycle-1.5 months)
(v)	<u>Carpet Brush:</u> For cleaning of carpet in 1 st AC Coaches, where ever available, especially designed polypropylene bristled brush shall be provided @1 per train.
(vi)	<u>Upholstery cleaning brush:</u> The carpet brush should not be allowed to be used for seat / berth upholstery cleaning, for which a separate polypropylene bristled brush shall be used. (Life cycle-03 months)
(vii)	<u>Bucket:</u> A smart looking, easy to carry, low height approx. 10-15 liters capacity bucket made of heavy duty polypropylene for washing of mops etc. shall be used. It shall preferably have castor wheels for ergonomic handling. This shall be provided @ 1 per work station (Janitor) (Life cycle-03 months)
(viii)	<u>Window glass squeeze:</u> Stainless steel handle of preferably 10 inches length with durable rubber blade of size 45 cms having a locking arrangement for faster and effective cleaning of window glasses shall be provided @ at least 1 per 3 AC coaches. (Life cycle-1.5 months)
(ix)	<u>Micro Fiber Cloth for Mirror Cleaning:</u> (Life cycle-03 months)
(x)	<u>Sponge Duster for washbasin cleaning:</u> (Life cycle-03 months)
(xi)	<u>Disposable bags for garbage collection:</u> Biodegradable disposable garbage bags shall be required for collection of waste & litter from all coaches & also from dustbins of AC coaches. (Life cycle-per cleaning cycle)
(xii)	<u>Tool Kit:</u> A lightweight toolkit made of FRP containing all types of tools for minor plumbing; carpentry, electrical & mechanical appliances related repairs should be available with Executive Housekeeper.

(G) Consumables & Cleaning Agents:

SN	Name of chemical	Approved Brands/Specification	Quantity
1	Cleaning compound for PVC Floor , Rexine and wall panels	R2/Spiral (Johnson Diversey) or Sigla Neutral of Eco Lab or Mokleen or RIO 38 or Guardisan Fresh of M/s Chela or APC F of Haylide	10 ml per coach /per cycle
2	Cleaning compound for Commode pan & wall protector	Taski R1/Taski R 6 (Johnson Diversey) or Sigla Neutral of Eco Lab or Harpic or Retoilor Domex or Guardisan Fresh of M/s Chela or Sterix A Super of Haylide	70 ml per coach /per cycle
3	Disinfectant Fluid	R1/Stride (Johnson Diversey) or Equivalent brand of Eco Lab or Lizol or Guardisan Fresh of M/s Chela	50 ml per coach /per cycle
4	Mirror/window glass cleaner	Taski R3 (Johnson Diversey) or OC Glass cleaner of Eco Lab or Collin or Mokleen or Eurowash 1000 of M/s Chela or Klean & Shine of Haylide	5 ml per coach /per cycle
5	Deodorant stick in	Odonil or Air fresh of M/s Chela or suitable brand	01 per coach per

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

	lavatory	approved by Railway	trip
6	Liquid soap for hand wash (Liquid soap container shall be filled to full capacity at washing line & platform as and where basis Quantity required for OBHS is to top up after consumption during journey)	Lifebuoy/ Dettol / Palmolive /Fem / Fresh Hands LQ ELQ, Perl of Haylide for 1st AC coaches Aquagold/ Henko for other AC coaches or other brand as approved by Railway or Suitable foam soap cartridge as per MDTs 209	400 ml /toilet/day
7	Room Freshener	Water based Taski R5 or equivalent brands of Eco Lab or Premium or Hazel or Obious or Air Fresh of Chela or Freshex of Haylide or any water based reputed & approved brand	(400 ml) 02 nos. per trip
8	Mosquito repellent Spray	Hit /Baygon/ Mortein or similar brand approved by Railway	400 ml (Per trip per rake)
9	Tissue paper for Western AC coach toilet	Spec- two ply of 34 GSM white colour about 25 mtrs each ply of approx 10 cm wide should have about 200 pulls) Johnson Diversey or Padumjee Pulp or equivalent as approved by CME	02 nos. per coach
10	Personal commode seat cover	Of suitable make and specification approved by PCME	As per requirement
11	Glue board for rodents (To be supplied by Pest & Rodent contractor)	As prescribed in existing Pest & Rodent Control contract (To be provided by Pest & Rodent contractor or Railway)	06 glue board /train / round trip

Note:

- The above quantity is only indicative. Different brands may have different quantity for same cleaning effect accordingly railways may accept quantity as per specific brand as per local conditions or based on prior successful trial / demo with the approval of CME.
- Contractor may have to use more quantity than what is indicated above in order to achieve desirable standard of cleanliness.
- Contractor should ensure use of accepted / approved brands of consumables as per contract agreement.
- The contractor should ensure that the stock of cleaning agents and consumables kept is always more than 1 months' required quantity. Consumables shall be deposited in the custody of attached custody stores of the depot from where requisite quantity as demanded by the contractor staff can be issued.
- Quantities indicated above are approximate and the contractor may also have to use more quantities to achieve desired cleanliness. The record of the cleaning agents / consumables used to be maintained in a separate register and to be jointly certified on daily basis.

- f. It may be ensured that cleaning agents are conducive for use in bio-toilets, are bio-degradable and eco-friendly. The cleaning agents being used should conform to norms specified by State Pollution Control Boards and do not require permission / license for their usage.
- g. The cleaning agents for toilet cleaning recommended above are subject to compatibility of the same for the usage in Bio Toilets.
- h. In case of increase or decrease of coaches the contractor will have to proportionally increase/decrease the quantity of material.
- i. Cleaning Cycle: There will be two cycles of cleaning of approximate four hours each in a day, however, based on the train schedule, actual number of cycles and its duration may be different. Toilets and wash basins are to be cleaned at least twice in each cleaning cycle. The indicative cycles for each train are as follows.

SN	Train No.	Cleaning Cycles per round trip
1	12957/58	4
2	19165/66	8
3	19167/68	6
4	19107/08	6
5	12947/48	4
6	19420/19	5

(H) Uniform for Janitors:

The indicative / suggested description is as under:

• **Coverall/Apron:**

A full – body/two piece (shirt and pant) and dark blue apron with distinguishing logo as in Annexure – ‘S8’ & ‘S9’ shall be worn by janitors on board trains. Sample of apron should be got approved by Sr. CDO / Sr. DME.

The uniform worn by the Janitors On Board the trains must be neat and clean.

• **Cap:**

A Bright Yellow Coloured Cap shall be supplied to each Janitor / EHK. The flap of the cap should have the text inscribed on it as under:

“On Board Housekeeping Services

(Name of Primary Depot)

(Name of Railway)”

• **Hand Gloves:**

Janitors shall wear good durable quality rubber gloves all the time while working in the coaches.

• **Shoes:**

Good quality durable gumboots/ shoes shall be provided to all Janitors.

• **Face Mask:**

Each Janitor shall be given a surgical type mask for avoiding any direct infection from the toilets.

• **Name Badge:**

Each Janitor and staff shall wear a badge on the left hand side on the coverall/uniform. The

name badge should be made of white colored ebonite of size 6 ½" X 1" with the name of the Janitor inscribed on it in block letters in black.

(I) Uniform & Other Accessories for On Board Executive Housekeeper/Supervisor:

SN	Item (s)	Type & Colour
1	Trouser	Navy Blue Carpenter baggy type
2	T-Shirt	Steel grey colour with distinguishing logo and Name badge
3	Cap	Yellow Coloured (Same as for Janitors)
4	Shoes	Black Leather shoe of any reputed makes.
5	Torch	Handy Torch of any reputed makes
6	Whistle	Metallic type for raising safety alarm.

Note: However, with permission of Sr. DME/Sr. CDO; the colour of the uniform may be reviewed.

(J) For Rajdhani train there will be separate uniform for Janitors.

(K) The On Board staff will mandatorily wear 'No Tips Please' badge so as to ensure that no staff get involved in the practice of demanding tips. The sample of badge is as below.



(L) A suggested format for sticker to be pasted above the doors, at both the ends of each coach (One door at each end) as per Annexure-S6 containing the contents given below:

"ON BOARD OBHS SERVICE IN THIS TRAIN IS PROVIDED BY _____. IN CASE OF ANY COMPLAINT / FEEDBACK, PLEASE CONTACT SUPERVISOR HAVING MOBILE NO. _____.

IN CASE OF NO RESPONSE, PLEASE INFORM CARRAGE CONTROLLER / Divn. ON MOBILE NO. _____.

Appendix- A**CERTIFICATE BY CONTRACTOR
(Cleaning & Housekeeping works)**

Name of Coaching Depot Period:

1. In compliance to the provision of the minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us. I/We hereby declare that the labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour / labours engaged by me/us, corporation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour / labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that EPF Act 1952, Minimum wages act 1948, Workmen compensation Act 1923, Contract Labour Act 1938, Factories Act 1948 have been fully complied with by Me / Us. Photocopies of challans for EPF/ESI deposited are enclosed herewith
4. The cash payment if any has been made to the employees in presence of station Manager as per Minimum wages Act, 1948 (As per latest notification). The attached photocopy of ESI & EPF challans has been verified from original.
5. Certified that out of Nos. of housekeeping staff Nos. has been paid through the bank transfer.
6. Certified that weekly off is given to all the employees and overtime payment, if required, is made to the concerned as per the prescribed rates.
7. We have paid wages as per notification No. ----- or later (whichever is applicable) issued by the state government / govt of India.
8. I also undertake that, if at any point of time during progress of work or after completion of work it is found that any of the statutory provisions like EPF Act 1952, Minimum wages act 1948, Workmen compensation Act 1923, Contract Labour Act 1938, Factories Act 1948 etc. has not been complied, with than I shall be held morally, financially and legally responsible. I also undertake to indemnify RAILWAY ADMINISTRATION for such lapses.

Signature of contractor with seal

Engineer's representative (Verified)

Railway's Authorized Contract Manager

Estimated Bill of Quantity & Rates

SN	Train no.	No. of trips in 4 years	Round Trip Journey Hours including 2 Hours for ON/OFF duty (Hr. /Min.)	No. of work station per trip
1	12957/58	1460	29.35	5
2	19165/66	624	95.25	6
3	19167/68	832	75.50	6
4	19107/08	208	67.15	5
5	12947/48	416	62.35	5
6	19420/19	416	67.15	4

SN	Schedule	Unit	Unit Rate	Quantity (Workstation-Hours)	Total Cost
1	Cost of provision of OBHS in AC Coaches	Workstation-hour	114.79	406591	46672580.89
2	Cost of provision of OBHS in Non-AC Coaches	Workstation-hour	58.12	857186	49819650.32
Total Cost of work					9,64,92,231.21

Note:

- The rates are inclusive of labour cost based on minimum wages including EPF @ 13.16%, ESIC @ 4.75%, cost of material, consumables including Bio-metric system, other cost pertaining to work, profit margin @ 10% and GST @ 18% on overall cost of work.
- Offer cost below the cumulative minimum wages of labour shall be summarily rejected.**
- This bill of quantities shall be read in conjunction with the instruction to tenderer. General and Special condition of contract, notice inviting tender, employers requirement, technical specification etc.
- The rates and prices tendered in this price bill of quantity are for complete work and complete in all respect. It will be deemed to include all plant, labour, supervision, materials, cleaning chemical, transport including all taxes, octroi, royalties and compensation etc. contractors profit and establishment / overhead, together with all general risk, insurance liabilities and obligations set out or implied in the contract.
- The financial proposal as per BOQ shall be uploaded on line on the website www.ireps.gov.in
- Total 4 years payment due to contractor shall be inclusive of all taxes, tender requirement, statutory contribution etc.
- Price escalation shall be settled as per PVC clause of tender document.
- Income tax / TDS and other statutory deductions as applicable will be deducted from every monthly bill by railways.
- During the currency of the contract the successful tenderer shall be required to procure necessary insurance policies as stipulated in the terms and conditions of contract.
- Contractor shall be required to pay its employees roped in for services under the contract based on category of minimum wages given by railways and deposit / disburse other statutory dues to respective agency / employee as claimed by the contractor and paid by the railways.

Important Note

- Bidders are requested to read the tender documents carefully and are strongly advised to inspect the site and get acquainted with the scope of work before quoting the tender.
- The rates quoted in the schedule should be inclusive of all types of duties, taxes and levies applicable to this contract including GST.
- The make / brand of all items / material shall be from the approved list. The items not covered in the approved list should be got approved by the competent authority.
- Items of the work should be done / provided by the bidder as per the specifications. However any necessary modification / alteration of the items / work as per the site conditions / requirement should be done as desired by the railways.

APPENDIX-3A
PROFORMA FOR STATEMENT OF MINOR DEVIATIONS
 (Refer Clause C 2.2 and C 4.2 of ITT)

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No	Clause	Deviations	Price adjustment for each deviation/s

Note :

1. The Tenderer shall indicate price adjustment against each deviation in APPENDIX-3A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents, and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorized signatory
On behalf of Tenderer

Scope of work for OBHS

The broad set of activities defined under the scope of work for contractors engaged in On-Board Housekeeping Services (OBHS) for trains is defined as below:

- **Cleaning and disinfection of areas,**
- **Collection and proper disposal of garbage from entire train, maintenance of trash-cans**
- **Operating lost and found in the train**
- **Maintenance issues**

1. Cleaning and Disinfection

Under this tender, cleaning and disinfection of the train has to take place in the following areas under OBHS:

The areas to be covered by the contractor for on-board housekeeping must cover the entire train (including interior and exterior), including:

- A.** Entire train including all reserved AC and sleeper coaches, Chair Car, Engine Room, Cargo Coach, Guard Room in the train.
- B.** Within each coach the scope of services for cleaning will involve:
 - (i) Wet / Dry cleaning of coach toilets and their fittings including washbasins, mirrors, pans etc, mopping & spraying of disinfectant.
 - (ii) Sweeping/brushing of the passenger compartments, aisle area, cleaning and mopping of doorways, gangways and cleaning of vestibule portion. Cleaning and mopping of washbasins & mirrors in doorways. Sweeping should be shoved into collector in each compartment so as not to discomfort passengers.
 - (iii) Walls and ceilings (for entire coach, including general area, washrooms, cabins and coach area; cleaning of walls and ceilings to include cleaning of any accessories on the same including switchboards, hooks, fans, lights, windows, curtains, grills, rails, pockets and any other accessories found in the coach area or vestibule area).
 - (iv) Berths and Cabins (cleaning of floor of cabins and area under berths).
 - (v) Spraying mosquito repellent in all coaches only in toilets and vestibule area. It should be done prior to spraying of deodorant.
 - (vi) Spraying air freshener in the AC coaches after cleaning work or as and when demanded by passenger. This shall be done where auto dispensers are not available.
 - (vii) Maintaining a liaison with C&W ground staff for ensuring watering of trains at nominated en-route stations.
 - (viii) Wiping of platform side window glasses of all the AC coaches at those stations where stoppage is 10 minutes or more and the station is not nominated 'Clean Train Station' for the particular train.
 - (ix) Emergency en-route attention to bio-toilets as advised by railway.
 - (x) Refilling of liquid soap in AC – Coach Toilets as & when required during the round trip journey.
 - (xi) Replenishing tissue paper roll and its replenishing in AC coach toilet as & when required during round trip journey.
 - (xii) Cleaning of coach floor area in any coach when passenger spills some liquid food etc. on the coach floor.
 - (xiii) Duty list of OBHS staff shall have to be pasted in all reserved coaches for passenger information. This sticker should also have the phone numbers of contractor which should be manned round the clock and should remain responsive on receipt of incoming calls. From Railway side also the phone number of control should be provided which is being manned round the clock and remain responsive.
 - (xiv) Providing Glue Boards en route in coaches as provided by Railway or Pest & Rodent contractor in case of need.

- (xv) OBHS staff should carry 06 Glue Boards provided by the Railway/Pest & Rodent control contractor for attending the rodent complaints en-route. In case of any en-route complaint regarding rodent, the glue board should be placed by the contractual staff at appropriate location to avoid any damage to the passenger or his luggage. The same should be removed back without fail immediately after the rat is trapped or after completion of journey if no rat is trapped.
- (xvi) The interior of coaches of trains in which OBHS has been provided must be litter and garbage free when they reach the terminating stations so that the litter does not get carried to washing lines where the trains go there for maintenance.
- (xvii) The responsibility of ensuring cleanliness in the train throughout the journey shall lie with the 'OBHS' service provider. The condition of train upon completion of its journey should be reasonably clean.
- (xviii) Feed backs taken by OBHS should preferably be in two sessions i.e. half in morning and half in evening in all the coaches if possible as per the train schedule.
- (xix) During taking the feedback janitors shall check all the coaches, all the toilets and get these cleaned based on condition. Disinfectant should be sprayed liberally every time the toilets are cleaned/checked to keep them stink free and ensure that the condition of the coaches at all the times should be reasonably clean.
- (xx) Cases where Bio toilets coaches like GS/SLR/WCB etc. /unreserved not covered under OBHS scheme shall be attended by staff on call.
- (xxi) The contractor should get his 'OBHS' staff trained by originating depot to handle Bio toilets coaches' trouble shooting whenever required en route like cleaning, cleaning choking, blockages etc.
- (xxii) Necessary tooling like pickers, tongs, long-handle mops, gloves, masks necessary protective gears (PPE's) etc. as specified by Railway shall be provided and carried during train service by contractors.
- (xxiii) It should be ensured by the service provider that stipulation of "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act 2013 should be adhered to by the personnel at all the times.

C. Toilets and wash basins to be cleaned at least twice each between 05.00 hrs.– 10.00 hrs. and 18.00 hrs. – 22.00 hrs. and at least once between 13.00 hrs.-15.00 hrs. as necessary and also as required on demand at all hours. These are indicative timings which may be modified by railways to suit specific train timings and other local conditions. Doorways, gangways and vestibules should also be cleaned frequently.

2. Collection and disposal of garbage including maintenance of trash-cans

The contractor will also be responsible for collection of garbage through the train as well as maintenance of trash-cans, dustbins and other disposal areas through the train, including cleaning, minor repair and upkeep. The frequency for cleaning of trash cans must be thrice per garbage bin every 24 hours, at the end of every shift. Furthermore, in case the trashcan is found to be more than half-full at any time during the day, the contractor will be considered responsible for cleaning the garbage bin. This will be over and above the periodic cleaning of the garbage bin to be undertaken by the bidder (thrice per garbage bin every 24 hours).

The contractor must make provision for the disposal of sanitary napkins/diapers in each toilet in every coach throughout the train. The contractor must also ensure publicity of the provision of the same by making sure there are notices posted in each toilet of all coaches in the train with clear instructions on how to dispose sanitary napkins/diapers printed in both English and the appropriate vernacular language.

The garbage / litter shall be collected from the coaches in polybags / eco-friendly bags. These bags shall be sealed with a rubber band/ cable tie to avoid spilling of garbage and shall be handed over to the railways representatives at nominated en-route stations for each train for further disposal.

Janitor shall carry the list of nominated garbage disposal points issued by the CDO/Sr.DME for specific train.

In case, any trash-cans are found to be damaged beyond repair, the contractor will be responsible for informing the appropriate authority within Indian Railways regarding the nature of the trash-can so that an appropriate replacement may be installed.

In case of any dispute between contractor and Indian Railways, the designated authority nominated by Indian Railway's decision will be considered.

3. Operating Lost and Found in the train

The contractor will be responsible for collection of lost items in the train and submitting them to the competent authority assigned by railways at the originating station of the train. The contractor must also maintain a lost and found register, wherein all items found must be entered (the register must be maintained and updated at all times and shared with the Railways authority whenever requested). Under no circumstances is the contractor to retain any of the items found on the train premises beyond the completion of the train journey and must hand them over to the assigned competent authority at the originating station, at the first instance after the close of the journey. In case of any instance where it is found that the contractor has contravened this provision, a penalty will be imposed on her/him as decided by the appropriate railways authority which will be considered final.

4. Minor Maintenance throughout the train

The contractor is responsible for the minor maintenance and minor repairs in the train. Before each journey, the staff must examine and ensure that any mechanical fittings such as windows, doorways, berths etc. and plumbing – taps, water supply, latches on the toilet doors as well as garbage bins placed throughout the train are in working condition. If any of them are faulty, that has to be noted down in the maintenance register and repaired on board at once. If it is not possible to repair on board by the contractor's staff, it has to be noted and the maintenance department of Indian railways must be notified at once so that it can be repaired at the next major station, if possible. This exercise must take place at the end of every train journey where the contractor's staff must conduct a thorough examination of each coach, must switch off all lights, fans, AC vents and other electrical equipment and check the working condition of all mechanical, electrical and plumbing accessories, and report any damage/fault for immediate repair, if necessary.

The contractor must ensure that all complaints that have been registered on train journey are resolved before the next journey has taken place. If for any reason, complaints have not been resolved, reasons for the same must be recorded and submitted to Railway supervisor. For the same, the contractor must also maintain a maintenance register where complaints by the passengers are compiled and collated along with resolution of the issues. The contractor must also ensure that sufficient publicity of the existence of the maintenance register by posting notices regarding the same in every coach of the train.

A lightweight toolkit made of FRP containing all types of tools for minor plumbing/carpentry related repairs should be available with contractor. The contractor must ensure that any passenger who wishes to complain can do so about any maintenance/cleanliness issue and record the complaint in the complaint register noting down the name of the passenger, PNR number, coach and seat number, contact details and description of the complaint. The contractor must ensure that the complaint is taken care of within two hours of it being registered. If it is beyond the scope of the contractor, the same must be reported to the maintenance department of Railway supervisors.

If it is found that the contractor was unavailable or refused to record a passenger's complaint for any reason whatsoever, denied the existence of the maintenance register to any passenger or did not resolve the complaint within two hours of receiving it, will be penalized for each such incident reported. The passengers who have registered a complaint will be contacted randomly by Indian Railways for follow up and if it is found that the contractor falsified passenger information or signature, it will be recorded and the contractor will be penalized.

A sticker shall be pasted at suitable location at the doorways of each coach at suitable location near toilets at bot end under the scheme duly having mobile number of the contractor (or the appropriate authority identified by the contractor) as well as indicating the existence of the maintenance register. This number must be reachable at all times during the course of the journey. This sticker must also feature the mobile number of the requisite Railway authority, to be contacted if the contractor (or the appropriate authority identified by the contractor) is not reachable.

ANNEXURE: S1

फीडबैक प्रपत्र सं/Feedback Form No:0000

फीडबैक प्रपत्र वातानुकूलित डिब्बा
FEED BACK FORM AC Coach

“ऑन बोर्ड कोच मित्र सर्विस” “On Board Coach Mitra Services”

टिप्पणी: कृपया स्थान पर (✓) निशान लगाएँ Note: Please mark (✓) in space.:

S N	सफाई /सेवा का क्षेत्र Areas of Cleaning/Services	उत्कृष्ट Excellent (5)	अतिउत्तम Very Good (4)	उत्तम Good (3)	सामान्य Average (2)	खराब Poor (1)
	Weightage	1	0.9	0.8	0.5	0.2
1	शौचालयों की सफाई (शामिल है, शौचालय का फर्श, कमोड पैन, वाल पैनल, शेल्फ, आईना वाश बेसिन किटाणुशोधन और दुर्गंधनाशक प्रदान करना इत्यादि कार्य) Cleaning of toilets (including toilet floor, commode pan, wall panels, shelf, mirror, wash basin, disinfection and provision of deodorant etc.)					
2	पैसेंजर कम्पार्टमेंट की सफाई (शामिल है, यात्री गलियारे, वेस्टिबुल क्षेत्र, द्वार क्षेत्र के वाँश बेसिन की सफाई, एयरफ्रेशनर का छीरकाव करना और डस्टबिन की सफाई। Cleaning of passengers' compartment (including cleaning of passengers' aisle, Vestibule area, Doorway area and door way wash basin, spraying of air freshener and cleaning of dust bin.					
3	कोच के हिस्सों से कचरे का संग्रहण और कचरे के डिब्बों को खाली करना Collection of garbage from each compartments and clearance of dust bins.					
4	जरूरत पड़ने पर मच्छड़ /तिलचट्टे/मक्खीमार दवा का छीरकाव और ग्लू बोर्ड को रखना Spraying of mosquito/Cockroaches/Fly Repellant and providing glue board whenever required or on demand by passengers.					
5	सफाई कर्मचारी का व्यवहार(शामिल है, स्वच्छता और साफ सफाई इत्यादि) Behavior/Response of janitors/Supervisor (Including hygiene and cleanliness of janitors/Supervisor)					
For Official use only		SCORE				
		PSI				

टिप्पणी और सुझाव/Remarks/Suggestions:

यात्री का नाम/ Passenger Name:

गाड़ी सं. / Train No.:

तारीख और समय/ Date & Time

डिब्बा सं. Coach No.:

दूरभाष /Telephone No.:

शायिका क्रं /Berth/Seat No.:

पी.एन.आर/ PNR No.:

यात्री के हस्ताक्षर Signature of Passenger

कमलेंट और सुझाव के लिए निम्नलिखित फोन नंबर का प्रयोग करें।

For any complaints and suggestion contact following numbers; आपके द्वारा भरे जा रहे जानकारी

फार्म के प्रभाव को जानने के लिए पृष्ठ के पीछे देखें।

To know the effect of feedback form, please see back of this page.

Annexure: S2**On the Back side of Feedback Sheet:****Work Evaluation:**

Payment/Penalty shall be based on **average Passenger Satisfaction Index (PSI)** of a train **on round trip basis**. In the following cases, the PSI of coach shall be taken as zero.

1. If for calculating PSI, the rating is below of 2.5
 2. If the score for items at Sr. No. 1 & 2 is 1.2 or below.
- The PSI based on rating given by the passenger will be calculated as under:

$$\text{PSI} = \frac{\text{Sum of weighted scores}}{\text{Sum of maximum scores}}$$

Payment/Penalty for non-satisfactory performance (based on PSI) shall be as under:-

Sr. No.	Average PSI	Penalty
a	Below 40%	No payment.
b	40% to less than 60%	50% of the accepted rate for the train shall be deducted.
c	60% to less than 75%	30% of the accepted rate for the train shall be deducted
d	75% to less than 85%	20% of the accepted rate for the train shall be deducted
e	85% to 100%	penalty. Full payment shall be made.

ANNEXURE: S3

फीडबैक प्रपत्र सं/Feedback Form No:0000

फीडबैक प्रपत्र आवनकूलित डिब्बा

FEED BACK FORM NON-AC Coach

“ऑन बोर्ड कोच मित्र सर्विस” “On Board Coach Mitra Services”

टिप्पणी: कृपया स्थान पर (✓) निशान लगाएँ Note: Please mark (✓) in space.:

S N	सफाई /सेवा का क्षेत्र Areas of Cleaning/Services	उत्कृष्ट Excellent (5)	अतिउत्तम Very Good (4)	उत्तम Good (3)	सामान्य Average (2)	खराब Poor (1)
	Weightage	1	0.9	0.8	0.5	0.2
1	शौचालय,वाँश बेसिन व अन्य शौचालय उपकरणों की समय समय पर पूरी सफाई (साथ किटाणुशोधन और दुर्गंधनाशक का छीरकाव प्रदान करना इत्यादि कार्य) Cleaning of toilets, wash basin and other fittings (Including Disinfection and provision of deodorant etc.)					
2	पैसेंजर कम्पार्टमेंट की पूरी सफाई (एयरफ्रेशनर का छीरकाव करना और डस्टबिन की सफाई शामिल है।) Complete cleaning of Passenger compartment (including spraying of air freshener and cleaning of dust bin)					
3	सफाई कर्मचारी का व्यवहार(शामिल है, स्वच्छता और साफ सफाई इत्यादि) Behavior of janitors/Supervisor (Including hygiene and cleanliness of janitors/Supervisor)					
For Official use only		SCORE				
		PSI				

टिप्पणी और सुझाव/Remarks/Suggestions:

यात्री का नाम/ Passenger Name:

गाड़ी सं. / Train No.:

तारीख और समय/ Date & Time

डिब्बा सं. Coach No.:

दूरभाष /Telephone No.:

शायिका क्रं /Berth/Seat No.:

पी.एन.आर/ PNR No.:

यात्री के हस्ताक्षर Signature of Passenger

कमलेंट और सुझाव के लिए निम्नलिखित फोन नंबर का प्रयोग करें।

For any complaints and suggestion contact following numbers;

आपके द्वारा भरे जा रहे जानकारी फार्म के प्रभाव को जानने के लिए पृष्ठ के पीछे देखें।

To know the effect of feedback form, please see back of this page.

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

On the Back side of Feedback Sheet:**Work Evaluation:**

Payment/Penalty shall be based on **average Passenger Satisfaction Index (PSI)** of a train **on round trip basis**. In the following cases, the PSI of coach shall be taken as zero.

1. If while calculating PSI, the rating is below of 1.5
2. The scores for item No. 1 & 2 is 1.2 or below.

The PSI based on rating given by the passenger will be calculated as under:

$$\text{PSI} = \frac{\text{Sum of weighted score}}{\text{Sum of maximum scores}}$$

Payment/Penalty for non-satisfactory performance (based on PSI) shall be as under:-

Sr. No.	Average PSI	Penalty
a	Below 40%	No payment.
b	40% to less than 60%	50% of the accepted rate for the train shall be deducted.
c	60% to less than 75%	30% of the accepted rate for the train shall be deducted
d	75% to less than 85%	20% of the accepted rate for the train shall be deducted
e	85% to 100%	penalty. Full payment shall be made.

ANNEXURE: S-5

Passport size
photograph duly
attested by the
CDO/Sr.DME

Shri _____, Employee of M/s _____

is authorized to travel On Board the following primary trains of is depot for their round trip journey for providing ON BOARD HOUSEKEEPING SERVICES under a contract awarded bydivision/HQ during the period from _____ to _____.

S.NO	TRAIN NO. (PAIR)	NAME OF TRAIN

Note:

- This authority is valid up to four Months only.
- The travelling authorities of all the On Board staff should be handed over by the contractor's representative to the Executive House Keeper & should be returned, on arrival along with the attendance from the other end.
- In case of loss of this authority, contractor should ensure that FIR is registered and any misuse is prevented. Intimation for the same should be given to Railway authority concerned.

**Name & Signature of the CDO with
Stamp**

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

Annexure – S6



ऑन बोर्ड ओबीएचएस

ON BOARD OBHS SERVICE

ऑन बोर्ड ओ बी एच सर्विस के अंतर्गत यात्रीयों को दी जाने वाली सुविधायें

SERVICES PROVIDED FOR PASSENGERS UNDER THE SCHEME



During Journey cleaning services in this train OBHS are provided by M/s -----

Services include:

1. Cleaning of coach toilets & wash basins during 05:00 hrs. to 22:00 hrs.
2. Spraying of disinfectant after cleaning and drying of toilets.
3. Dry cleaning and mopping of accessible passengers compartment, vestibule & doorway area.
4. Collection of garbage and its disposal at suitable en route/terminal stations.
5. Attending the work related to cleanliness in other time on passenger demand.
6. Spraying of mosquito repellent in toilets and vestibule area, air freshener in AC coaches (Where auto dispensers are not available) & replenish of liquid hand wash in toilets of AC coaches, replenish toilet paper rolls in toilets of (western style lavatories) of AC coaches.

Contact: For cleaning/suggestions/complaint, please contact service provider on phone No.-----
-- or Railway Carriage Controller on Phone no.-----

Feedback: Passengers are requested to give feedback regarding service provided by OBHS staff in the form available with OBHS staff. Your feedback will help us serve you better.

Please note that making coach dirty, throwing of rubbish, garbage, poly bags, packing material plastics; paper etc. pasting of unauthorized posters and defacing / writing in the coach interior are strictly prohibited. Violation will attract a fine of up to ₹ 500/-.

इस ट्रेन में यात्रा के दौरान सफाई सुविधा (ओबीएचएस) मेसर्स -----के द्वारा दी जा रही है

1. 05:00 बजे से 22:00 बजे तक टॉइलेट तथा वाशबेसिन की नियमित सफाई करना।
2. टॉइलेट की सफाई करने और सुखाने के बाद कीटनाशक छिड़कना।
3. यात्री एरिया, वेस्टिबुल एरिया और दरवाजे की पास की सफाई करना व पोछा लगाना।
4. कचरा एकत्रित कर मध्यवर्ती/टर्मिनल स्टेशनो पर निपटान करना।
5. उपरोक्त के अतिरिक्त यात्री के मांग पर भी सफाई करना।
6. टॉइलेट एवं वेस्टिबुल में मच्छर मरने की दवा का छिड़काव, जिन वातानुकूलित कोचो में ऑटोमेटिक डिस्पेंसर नहीं लगे हैं उनमें एयर फ्रेशनर का छिड़काव, वातानुकूलित कोचो के पश्चिम बनावट वाले टॉइलेट में टॉइलेट पेपर रखना।

संपर्क: शिकायत / सुझाव / मदद के लिए सेवाप्रदाता फर्म के प्रतिनिधि से दूरभाष सं -----अथवा रेलवे के कैरेज कंट्रोलर से दूरभाष सं----- पर संपर्क करें।

फीड बैक: यात्रियों से अनुरोध है की ओबीएचएस के अधिक प्रतिनिधियों द्वारा दिये गए फॉर्म पर हमारे द्वारा दी गई सेवायों का फीड बैक दें जिससे की हमे अपनी सेवायों को बेहतर बनाने का मौका मिले।

कृपया नोट करें: सवारी गाड़ी में गंदगी फैलाना, कूड़ा कचरा प्लास्टिक थैलियाँ पैकिंग मैटेरीअल इत्यादि फेंकना अनधिकृत पोस्टर चिपकाना एवं अनावश्यक लिखावट करना माना है। ऐसा करने पर 500 रुपये का जुर्माना लगाया जा सकता है।

ANNEXURE S7**Trip Card for OBHS****Depot/Station: -****Division -****Railway:-**

Train no.:-

From: -

To:-

No. of coaches to be attended:-

Staff details

SN	Name	Designation	Traveling Authority	Uniform	Presence of staff at other end
1		EHK			
2		Janitor			
3		Janitor			
4		Janitor			
5		Janitor			
6		Janitor			
7		Janitor			
8		Janitor			

Tool, cleaning agents, other consumable & implements:-

Item	Suitable brush with handle For cleaning of compartment & other area	Garbage collector	Squeeze Mop with handle	Commode toilet brush with Bristol or better design with any suitable equipment for removal of chocking of toilets	Bucket/absaned basket upto 10 liters cap or of better design to carry items	Uniform Along with water protective apron / dress	Face mask/ Nose mask	Shoes	Other items if any
QD									
QA									

Cleaning agents and other consumables

QD- Quantity at departure

QA- Quantity available at other end

All the tools, cleaning agents and other consumables & implements should be serially numbered and of prescribed brands for easy monitoring.

Item	Sponge Duster	Micro Fibre cloth	Disinfectant	Multi-purpose cleaning agent	Glass cleaner	Spray Bottle /Guns	Disposable bags	Tissue Toilet paper roll	Liquid hand wash	Other items / Stickers
QD										
QA										

Supervisor (C&W) of primary-end**Supervisor (C&W) of other-end**

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

LOGO for UNIFORM/APRON

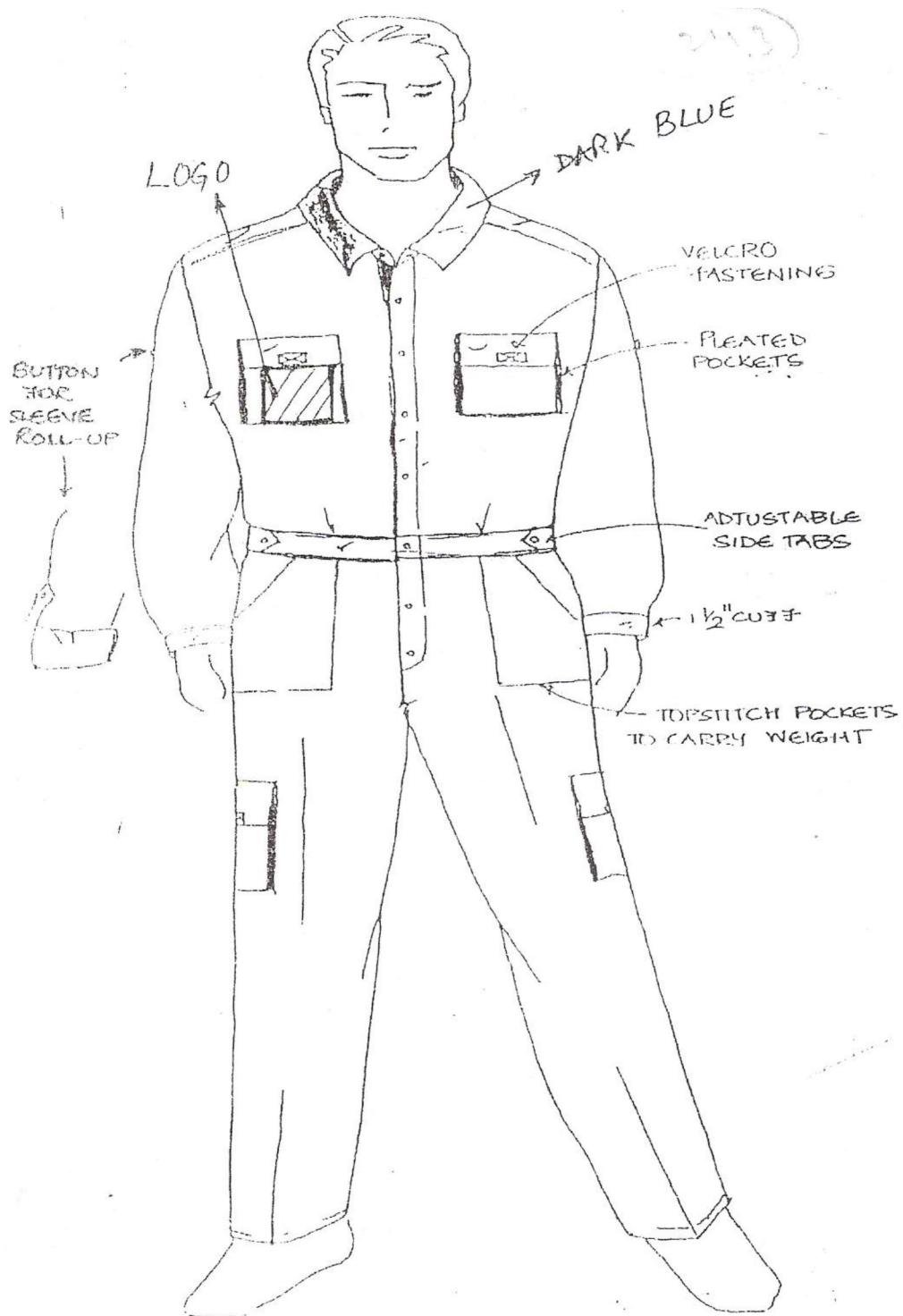
ON BOARD HOUSEKEEPNG SERVICES



Name of Firm

Annexure-S9

Apron for OBHS



Note: Design & colour of the apron/uniform may be changed with the approval of Sr. DME – ADI/Sr. CDO-KKF

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

Annexure-S9

Uniform for Janitors working in Rajdhani Trains



Note: Dark blue hue colour T-shirt along with green jacket, dark grey pant and cap will be provided to OBHS staff working in Rajdhani Express and other premium trains as per Railway Board's instructions.

For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, Ahmedabad

Signature of Contractor
with seal and date

Annexure-S10**Name & Logo of the Firm****Manpower****Originating Station****Train no.** _____

Train Date: _____

Name of Executive Housekeeper: _____

Name of OBHS: _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Name Sign & Stamp of
Railway Representative
Contact no. _____Name Sign & Stamp of
Company Representative**Destination Station****Train no.** _____

Train Date: _____

Name of Executive Housekeeper: _____

Name of OBHS: _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Name Sign & Stamp of
Railway Representative
Contact no. _____Name Sign & Stamp of
Company Representative**Originating Station on Return****Train no.** _____

Train Date: _____

Name of Executive Housekeeper: _____

Name of OBHS: _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Name Sign & Stamp of
Railway Representative
Contact no. _____Name Sign & Stamp of
Company Representative**End of Tender Document**For and On Behalf of President of India
Divisional Railway Manager (Mechanical)
Western Railway, AhmedabadSignature of Contractor
with seal and date