

S.No. _____



Government of India, Ministry of Railways,
Research Designs & Standards Organization

EXTRA DIVISIONAL HOSPITAL
RDSO, LUCKNOW

Tender Notice No. 04/2016-17

**Name of Work: "Outsourcing of Casualty Services & ICU cleaning
work for Extra Divisional Hospital,
RDSO, Lucknow"**

Issued by:-

C.M.O,
Extra Divisional Hospital,
R.D.S.O., Manak Nagar,
Lucknow – 226 011

Price Rs. 3000/- Only
Price Rs. 3500/- Only (By Post)

Signature of the Tenderer with Stamp

TENDER PAPERS**PART – I****OPEN TENDER NOTICE NO.03/2016-17**

NAME OF WORK– “Outsourcing of Casualty Services & ICU Cleaning work for Extra Divisional Hospital, RDSO, Lucknow”.

To be received upto 03.03.2017 at 15.00 hrs.

Price Rs. 3,000/- Only

Price Rs. 3,500/- by Post.

1. **Approximate Cost** : Rs.35,11,101/-
2. **Duration** : **Two Years.**
3. **Earnest Money** : **Rs.70,230/-**
4. **Date of Opening** : **03.03.2017 at 15.30 Hrs.**
5. Name & Address of Party with Date to who tender sold.

M/s

6. **Tender Form No: Med-43/Casualty Services & ICU Cleaning/2016.**

Note: -

1. Tender paper in original duly signed on each page must be returned with your tender offer.
2. Rates must be filled on the Work Schedule.
3. Rates should be quoted exclusive of all taxes.
4. Offer should be kept open for 90 (Ninety) days).
5. Tender form and Annexure from I to V must be filled by the Tenderer positively.

Signature of the Tenderer with Stamp

FIRST SHEET – TENDER FORM

From: M/s :

To

The President of India,
Acting through Chief medical Officer,
R.D.S.O, Extra Divisional Hospital,
Manak Nagar,
Lucknow-226 011.

Dear Sir,

Sub:

I/We _____ have read the Instructions and Conditions of tendering and hereby agree to abide by the said conditions. I/We also agree to keep this after open for acceptance for a period of three months from the date fixed for opening the same and in default thereof. I/We _____ will be liable for feature of my/our "Security Deposit". I/We offer to do the work as per top sheet i.e. relating to the design, manufacture and supply, erection, testing and commissioning for _____ at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work within _____ months, of the date of issue of Letter of Acceptance of Tender and to supervise operation and maintenance of Plant for a period of _____ at the prices quoted in the attached Schedule of price.

I/We also fully understand and hereby agree to abide by the G.C.C.-2014/NR and Special Conditions of the Contract and do carry out the work according to the Specification for present Contract as modified by this Tender.

I/We have deposited with the Executive Director/Finance, RDSO, Manak Nagar, Lucknow the required sum of Rs. _____ as Earnest Money, in addition as Security Deposit in respect of above Tender for which Receipt No. _____ dated _____ has been granted.

I/We enclose a Bank Guarantee/from _____ Bank for a sum of Rs. _____ (Rupees _____) as Earnest Money and a sum of Rs. _____ (Rupees _____) as Security Deposit in respect of this Tender.

The full value of the Earnest Money shall stand forfeited without prejudice to any other rights or if :

- (a) I/We do not execute the Agreement within 7 (seven) days after receipt of the notice issued by RDSO so that such Agreement is ready for.
- (b) I/We do not commence the work within a reasonable period after the date stipulated in the approved Schedule of work.
- (c) Until a formal Agreement is prepared and executed acceptance of this Tender shall constitute binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the Letter of Acceptance of my/our offer for this work.
- (d) I/We enclose the Income Tax Clearance Certificate or a declaration to that effect on required, of the Tender papers pertaining to me/us for the year _____.

Yours faithfully,**Signature of the Tenderer(s)****SEAL OF THE TENDERER**

Place _____

Date _____

Witnessed by :

1. Signature _____

2. Signature _____

Name in Block Letters _____

Name in Block Letters _____

Address _____

Address _____

Signature of the Tenderer with Stamp

GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS
RESEARCH, DESIGNS & STANDARDS ORGANISATION
MANAK NAGAR, LUCKNOW-226 011.

EXTRA DIVISIONAL HOSPITAL
OPEN TENDER NOTICE

Sealed offers against open tenders are invited by Extra Divisional Hospital, RDSO, Manak Nagar, Lucknow, for & on behalf of President of India, Tender can be dropped in tender box from **03.02.2017 to 03.03.2017 up to 15.00 Hrs.** Tender to be opened on **03.03.2017 at 15:30 hrs** in the **tender room situated in RPF post near TEN (Town Engineer) office.** In case, the date of opening of tender happens to be a holiday, the tenders will be opened on the next working day at specified time and place.

Tender Notice No.	DESCRIPTION OF WORK	Approx. Cost Of Work	<u>Earnest Money</u>	Cost of Tender Document	Period of Work
04/2016-17	“Outsourcing of Casualty Services & ICU Cleaning work for Extra Divisional Hospital, RDSO, Lucknow”.	Rs.35,11,101/-	Rs. 70,230/-	3000.00 OR 3500.00 (by post)	Two Years.

Tender documents (Non-transferable) can be obtained from the office of the undersigned on any working day between **10.00hrs to 17.00 hrs.** w.e.f **03.02.2017 to 03.03.2017** and till **12.00 hrs** on **03.03.2017**. The cost of Tender Document as mentioned above is non-refundable. Cost of tender documents is to be submitted in the form of Demand Draft of any of the **Nationalized/Scheduled Banks** in favour of **Executive Director Finance, RDSO, Lucknow** at the time of purchase / submission of the tender. For purchasing tender set by post, Demand Draft of the Nationalized/Scheduled Banks in favour of Exe. Director Finance/RDSO, Lucknow is required to be sent to office of the **Chief Medical Officer.** Department will not take any responsibility on account of delay/loss or miss-delivery of Tender Sets/Offer sent by post. Cost of tender document shall be submitted separately and in addition to the earnest money, failing which the tender offer will be rejected summarily.

Earnest Money shall be furnished in any form mentioned in the Tender documents. Tenders not accompanied with requisite Earnest Money will be summarily rejected.

Tenderer shall submit necessary attested copies of works carried out during previous three years and current financial year, balance sheet/SARAL with the tender documents mentioned in tender paper “ **Section – 1 “PREAMBLE AND GENERAL INSTRUCTIONS TO TENDERERS”** without the above documents the tender shall be liable for rejection.

Tender documents are also available at RDSO web-site **www.rdsso.indianrailways.gov.in (Works Tender)** and can be downloaded along-with the application form for participation in tender.

Tender offers shall be submitted up to **15.00 hrs.** in the **Black Colour Tender Box only kept for the purpose (for CMO Tender) in the tender room situated in RPF post near TEN(Town Engineer) office** on or before the specified date of opening.

C.M.O
Extra Divisional Hospital
RDSO, Lucknow.
CASE NO: Med-43/Casualty Services & ICU Cleaning/2016.

PREAMBLE AND GENERAL INSTRUCTIONS TO TENDERERS

1.0 INSTRUCTIONS TO TENDERERS

1.1 For & On behalf of the President of India, CMO, & Sr.DMO herein after referred to as 'RDSO' invites tenders from established, experienced, and tender for Outsourcing of Nursing staff & Dental Hygienist for Extra Divisional Hospital, RDSO, Lucknow..

2.0 TENDER DOCUMENTS:

2.1 Tender documents can be had from the office of the CMO/RDSO, Lucknow on any working day from 10.00 hrs. to 17.00 hrs. W.e.f. **03.02.2017 up to 12.00hrs. on 03.03.2017** on payment of Rs.3000.00 (Rupees Three Thousand Only) in shape of DD per set. If the same are required by post, an additional sum of Rs.500.00 (Rupees Five Hundred Only) per set should be deposited towards postal charges. The cost of the Tender Form is not refundable and the Tender Form is not transferable.

2.2 These Tender documents must be submitted duly completed in all respects in Sealed Cover Super scribed as **Tender Notice No.04/2016-17** and for "Out sourcing of Casualty staff & ICU Cleaning for Extra Divisional Hospital, RDSO, Manak Nagar, Lucknow". on top sheet and should be deposited in the **Black Colour Tender Box only in the tender room situated in RPF post near TEN office** up to 15.00 hrs. on **03.03.2017** in case, the date of opening of tender happens to be a holiday, the tenders will be opened on the next working day at specified time and place. Tenders who are received after the time and date specified above, will not be considered. In case, the intended date for opening of Tenders is declared a holiday then the tenders will be opened on the next working day at the same time.

2.3 Tenders Sealed and Super scribed as aforesaid can also be sent by Registered Post addressed to the CMO/RDSO, Lucknow but the Tender which is received after the time and date specified in para 2.1 above may not be considered. However, department will not take any responsibility on account of delay/loss or misplacement of tender offers sent by post.

2.4 The rates should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in Words, the rates quoted in "Words" shall be taken as correct. If more than one or improper rates are tendered for, the same Item. The tender is liable to be rejected.

2.5 Each page of the Tender papers is to be signed and dated by the Tenderer or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.

3.0 FINANCE OF THE CONTRACT

The Contract shall be financed from RDSO own resources.

4.0 VALIDITY OF TENDER

Tenderer shall keep his offer open for a minimum period of 90 (Ninety days) from the date of opening of the Tender or as mentioned in the Tender Notice.

5.0 EARNEST MONEY

5.1 The Tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in tender, under the conditions of tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs.10/-.

A. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in manner not acceptable to the CMO. If the Tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the RDSO.

B. If the tender is accepted this earnest money mentioned in sub clause (A) above will be retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract. The earnest money of other Tenderer, shall save as herein before provided, be returned to them, but the RDSO shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- 5.2 The Earnest Money shall be in the shape of DD, TDR or FDR of any of the **Nationalized/Scheduled Banks** in favour of **EXECUTIVE DIRECTOR FINANCE, RDSO, LUCKNOW**, without which the tender is liable to be summarily rejected.
- {i} Deposit receipts, Pay orders, Demand Drafts. These forms of Earnest Money should be either of the ANY OF THE NATIONALIZED/SCHEDULED BANKS.
 - {ii} Deposit receipt executed by the scheduled Banks (Other than the Nationalized Banks) approved by the Reserve Bank of India for this purpose.
- 5.3 The Tenderer shall keep the offer open up to 90 days. If the Tenderer fail to keep the offer open for entire validity or period or resile from the contract after acceptance of the tender, the aforesaid amount shall be liable to be forfeited to the RDSO.
- 5.4 The Tender must be accompanied by a sum of **Rs70,230/- {Rs. Seventy Thousand Two Hundred Thirty Only}** as Earnest Money in the manner prescribed in Para 5.2 above, failing which the tender shall be summarily rejected.

6.0 **SECURITY DEPOSIT ON ACCEPTANCE OF TENDER**

- 6.1 The Earnest Money deposited by the Tenderer with his tender will be retained by the RDSO as part of Security for the due and faithful fulfilment of the contract by the Tenderer. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Tenderer in cash or may be recovered by percentage deduction from the tenderer's "On account" bills. Provided also that in case of defaulting tenderer the RDSO may retain any amount due for payment to the tenderer on the pending "On account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 6.2 Un less otherwise specified in the special conditions, if any, the security deposit/rate of recovery/mode of recovery shall be as under:-
- (a) Security deposit (SD) for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security of deposit recovered.
 - (c) Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD inform of instruments like BG, FD etc. shall be accepted towards security deposits. Security deposit shall be returned to the tenderer after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority that is competent to sign the contract. If this competent authority is of the rank lower than JA grade, than a JA grade officer (Concerned with the work) should issue the certificate. The certificate, inter-alia, should mention that the work has been completed in all respects and that the tenderer have fulfilled all the contractual/obligations and that there is no due from the tenderer to RDSO against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the tenderer concerned should be obtained.
- 6.3 No interest will be payable upon the earnest money and security deposit or amounts payable to the tenderer under the contract.

7.0 **PERFORMANCE GUARANTEE (PG)**

The procedure for obtaining Performance Guarantee is out lined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) with in 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 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a panel 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 tenderer fails to submit the requisite PG even after 60 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 tenderer shall be debarred from participating in retender for that work.
- b) The successful bidder shall submit the performance guarantee (PG) in any of the following forms amounting to 5% of the contract value:
 - i) A deposit of cash
 - ii) Irrevocable Bank Guarantee.
 - iii) Government Securities including State loan Bonds at 5% below the market value.
 - iv) Deposit receipts, Pay orders, Demand Drafts and Guarantee Bond. These forms of performance guarantee could be either of the State Bank of India or of any of the Nationalized Banks.
 - v) Guarantee Bonds executed or Deposits receipts tendered by all schedule Banks.
 - vi) A deposit in the Post Office Saving Bank.
 - vii) A Deposit in the National Saving Certificates.
 - viii) 12 Years National Defense Certificates.

- ix) 10 Years Defense Deposits.
- x) National Defense Bonds and
- xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
Also F.D.R in favour of Executive Director Finance, RDSO, Lucknow. (Free from any encumbrance) may be accepted.
Note: The instruments as listed above will also be acceptable for guaranties in case of mobilization advance.
- c) The performance guarantee shall be submitted by the successful bidder after the letter of acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the tenderer shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
- d) The value of PG to be submitted by the tenderer will not change for variation up to 25% (Either increase or decrease). In case during the course of execution, value of contract increase by more than 25% of the original contract value, on additional performance guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the tenderer.
- e) Performance Guarantee (PG) shall be released after physical completion of the work based on "Completion certificate" issued by the competent authority stating that the tenderer has completed the work in all respect satisfactorily. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on "No claim certificate" from the tenderer.
- f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance guarantee shall be en-cashed. The balance work shall be got done independently without risk and cost of the failed tenderer. The failed tenderer shall be debarred from participating in the tender for executing the balance work. If the failed tenderer is a JV or a partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/Partnership firm.

7. **TENDERER'S ADDRESS**

The Tenderer should state in the Tender his Postal Address legibly and clearly. Any communication sent in time to the Tenderer by post at his said address shall be deemed to have reached the Tender duly and in time important documents should be sent by Registered Post.

8. **VARIATION IN EXTENT OF CONTRACT**

8.1 **MODIFICATION TO CONTRACT TO BE IN WRITING**

In the event of any of the provision of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the RDSO and the Tenderer and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the RDSO unless and until the same is incorporated in a formal instrument and signed by the RDSO and the Tenderer, and till then the RDSO shall have the right to repudiate such arrangements.

9. **POWER OF MODIFICATION TO CONTRACT**

The doctor (Sr.DMO)in charge on behalf of the RDSO shall be entitled by order in writing to enlarge to extend, diminish or reduce the works or make any alterations in their design, character, in the method of their execution or in the combination and use of materials for the execution thereof and to order any additional works to be done or any work not to be done and the tenderer will not be entitled to any compensation for any increase reduction in the quantities of work but will be paid only for the actual amount of work done and a specific order.

10. **Variation in quantity**

The procedure detailed below shall be adopted for dealing with variations in quantities during execution Of Works contracts:

1. Individual NS items in contracts shall be operated with variation of + or – 25% and payment would be made as per the agreement date. For this, no finance concurrence would be required.

2. In case on increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - a) Operation of on item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than SA grade.
 - i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item, shall be paid at 96% of the rate awarded for that item in that particular tender.
 - iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
 - c) Execution of quantities beyond 150% of the overall agree mental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing tenderer, with prior personnel concurrence of ED/Finance and approval of Director General.
3. In cases where decrease is involved during execution of contract
 - a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - b) For decrease beyond 25% for individual items or 25% of contract value, the approval of an officer not less than rank of SA grade may be taken after obtaining "No claim certificate" from the tenderer and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (As against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the minor of quoting the rate (Single percentage rate or individual item rate).
7. For the tenderers accepted at RDSO level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
8. For tenderers accepted by Director General, variations up to 125% of the original agreement value may be accepted by Director General.
9. For tenderers accepted by Board members and Railway Minister, variations up to 110% of the original agreement value may be accepted by Director General.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (Both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

11(A) Valuation of variations:

The enlargements, extensions, diminution, reductions, alterations or additions referred to in sub-clause (2) of this clause shall be no degree affect the validity of the contract but shall be performed by the tenderer as provided therein and be subject to the same conditions stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amount to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items quantities of work falling outside the purview of the provisions of the provisions of Sub-clause (2) above shall be paid for at the rates determined under clause 39 of these conditions.

11(B) Variations of Minimum Wages:

In the event of increase/decrease of minimum wages i.e. Labour rate, EPF, Service Tax and ESI of workers rates after the award of contract, the agreement rates will be increased/ decreased by amount equal to the variation effective from the date of increase or decrease.

12. CLAIMS

- 12.1 MONTHLY STATEMENT OF CLAIMS:** The tenderer shall prepare and furnish to the Hospital once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the tenderer may consider himself entitled and of all extra or additional works ordered by the doctor-in-charge in writing which he has executed during the preceding month and no claims for payment for any such work will be considered which has not been included in such particulars.

13. **TAXES:** Income Tax at the prevailing rates, will be deducted from all the Bills of the Tenderer in accordance with the Section 1940 of the Income Tax Act 1961 as Introduced through the Finance Act of 1972 or any amendment or modification thereof.
14. **AGREEMENT:** The successful Tenderer shall within 7 (seven) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions and lodge the same with Purchaser together with the conditions of Contract, Specification and Schedule of Prices referred to therein duly completed.
15. **IDENTIFICATION OF TENDERER'S STAFF/LABOUR:** The Tenderer whose offer accepted shall obtain necessary permission/approval in writing for his complete establishment to be engaged for the work from ASC/RPF through nominated Sr. Supervisor In charge of the work in terms of Director/Civil Note No. DC/Misc./Security dated 02-09-1994.
 - (a) Any outsider, unknown and unidentified person of doubtful appearance shall not be allowed to enter in the premises. Any of the Tenderer' staff found involved in illegal activities or misbehaving with the officials or pilfering the Government material etc. will be viewed seriously and Tenderer shall have to expel such staff from the job and will be required to make up the loss sustained either in cash or material as per decision of RDSO Authorities, Chief Medical Officer, RDSO, Lucknow will be the final authority in such case.

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PART- II

GENERAL CONDITIONS OF CONTRACT

1. **Co-relation and intent of Contract Documents:**

RDSO and the Contractor shall sign the Contract Documents in duplicate. The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all.

2. **Law Governing the Contract:** The Contract shall be governed by the Indian Railway Standard Conditions of Contract in force in the Republic of India.(GCC)
3. **Compliance to Regulations and Law:** The Contractor shall conform to the provision of any statute relating to the Works and Regulations and by-laws of any local Authority.
4. **Taxes:** The Contractor shall pay all Taxes, Duties, Charges or Levies which may be assessed, imposed or levied upon the plant or any income realised by him under Contract by any Country or Governmental Agency thereof in which the plant is produced or from where it is. This being a Tender for Works Contract including supply of Equipment Erection, Testing and Commissioning, Part recovery of Income Tax shall be made at the source @2.27% from each running Bill without prejudice to the overall assessment made by the Income Tax Authorities.
5. **SalesTax:** The Contract resulting from this Tender being a Works Contract shall not attract Sales Tax. RDSO does not, therefore, agree to pay Sales Tax in addition to the price quoted.
6. **Representation on Works:** The Contractor shall have an authorised Agent, who shall be available during working hours and shall on receiving reasonable notice present himself to the CMO. Orders given by the officer to the Agent shall be deemed to have the same force as if they had been given to the Contractor.
7. **Provision of Efficient and Competent Staff:** (a) The Contractor shall place and keep on the Works at all times qualified, efficient and competent staff to give necessary direction to his Workmen and to see that they execute their Work in sound and proper manner and shall employ only such Supervisors, Workmen and Labours, in or about the execution of the Works as are careful and skilled in their various trades and callings. The Contractor shall at once remove from the Work any Agent, permitted Sub-Contractor Supervisors, Workmen or Labour who shall be objected to by the Officer and if and whenever required by the officer, he shall submit a correct return showing the names of all Staff and Workmen employed by him.

(b) Staff must put on approved Uniforms and Named Badge while on duty which will be provided by Contractor.

8. The Contractor shall indemnify and save harmless RDSO from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against RDSO by reason of any act or commission of the Contractor, his Agents or Employees, in the execution of the Works or in guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be implied to the use of RDSO, without reason or reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
9. **Delays & Extension of time:** If in the opinion of the Officer the progress of Work has at any time been delayed by any act or neglect of RDSO employee or by any these conditions or by strikes, lockouts, fire, unusual delay in transportation, exceptionally inclement weather, unavoidable casualties or any causes beyond the Contractor's control or by delay authorised by the officer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from RDSO, for which he shall have specifically applied in writing to the officer or his authorised representatives or by any other causes which the officer shall decide to justify the delay, then the time of completion of the works may be extended for such reasonable time as the Engineer on behalf of RDSO may decide.
10. **Extension of Time on account of RDSO:** In event of any failure or delay by RDSO to handover to the Contractor facilities for execution of Work to give necessary notice to commence the Work or to provide Drawings or Instructions or any other cause whatsoever, then such failure or delay shall in no way affect or vitiate Contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, RDSO may grant such extension or extensions of the completion date as may be considered reasonable.
11. **Illegal gratification:** Any Bribe, Commission, Gift or Advantages given, promised or offered by or on behalf of the Contractor or his Partner or Agent or Servant or any one on his or their behalf to any Officer, or Employee of RDSO, or to any Person on his or their behalf in relation to obtaining or execution of this or any other Contract with RSDO, shall in addition to any criminal liability which he may incur, subject the Contractor to the rescission to the Contract and other Contracts with RDSO, and to the payment of any Loss or Damage resulting entitled to account the amount so payable from any money due to the Contractor under the Contract with RDSO. The Contractor shall not lend or borrow from or have entered into any monetary dealings or transactions either directly or indirectly with any Employee of RDSO, and if he shall do so RDSO shall be entitled forth with to rescind the Contract and all other Contracts with RDSO. Any question or dispute as to the commission of any offence or compensation payable to RDSO under this clause shall be settled by Director General, RDSO in such manner, what shall be final and conclusive.
12. **Contractor understands:**
It is understood and agreed that the Contractor has carefully examined, satisfied himself so as to the nature and location of the Work, the character of the equipment and facilities needed, preliminary to and during the execution of the Works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the Work under the Contract.
13. **Other Contracts in Connection with Work:** RDSO shall have the right to let other Contracts in connection with the Works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their material and execution of their Work and shall properly connect and co-ordinate his Work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the Work of another Contractor, the Contractor shall inspect and promptly report to the officer any defect in such Work that renders it unsuitable for such proper execution and results.
14. **Modification to be in Writing:** In the event of any of the provisions of the Contract requiring to be modifying after the Contract Documents have been signed, the modifications shall be made in writing and signing by RDSO and the Contractor, and no Work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing, supplementing

the Contract or any of the terms thereof shall be deemed conditional and not be binding on RDSO unless and until the same is incorporated in a formal instrument and signed by RDSO and the Contractor and till then RDSO shall have the right to repudiate such arrangement.

15. **Cessation of RDSO Liability:** RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the Contract or the execution of the Work unless the Contractor shall have made a claim in writing in respect thereof before the issue of 'Acceptance Certificate' under Part II, Clause 2.4 above.
16. **Unfulfilled Obligations:** Notwithstanding the issue of the 'Acceptance Certificate' the Contractor and RDSO shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the 'Acceptance Certificate' and for the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.
17. **Determination of Contract owing to default of Contractor: Right of RDSO to determine Contract:** RDSO shall be entitled to determine and terminate the Contract at any time should, in RDSO opinion, the cessation of Work becomes necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and Work done to date by the Contractor will be paid for in full at the rates specified in the Contract. Notice in writing from RDSO of such **determination** and the reason therefore shall be conclusive evidence thereof.
18. **Termination of the Contract:** RDSO Administration shall have the right to terminate the Contract any time without assigning any reason during the currency by giving One-Month Notice to the Contractor in writing.
19. **Force Majeure:** In the event of any unforeseen event directly interfering with the supply, delivery, erection, testing and commissioning of the system arising during the currency of the Contract, such as War, Hostilities, Acts of the Public, Enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine restrictions, Strikes, Lock-outs, or Acts of God, the Contractor shall within a week from the commencement thereof notify the same in writing to RDSO with reasonably evidence thereof. If the force-majeure conditions(s) mentioned above are in force for a period of 90 days (Ninety Days) days or more at any time, RDSO shall have the option to terminate the Contract on expiry on 90 days (Ninety Days) days in commencement of such force majeure by giving 14 (Fourteen) day's notice to the Contractor in writing. In case of such termination no damages shall be claimed by either party against the other save and expect those which had occurred under any other clause of this Contract prior to such termination.
20. The Courts of the place from where the Contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract. All matters in Question dispute or difference directly or indirectly arising out of or in connection with or touching this Contract shall be referred to Arbitration of:
 - (a). A sole Arbitrator who shall be the Director General or a Gazetted Railway Officer nominated by him in that behalf in cases where the claim in question is below Rs.3, 00,000/- (Three Lakh) and in case where the issues involved are not of a complicated nature. The Director General shall be the sole Judge to decide whether or not the issues involved are of a complicated nature.
 - (b). Two arbitrators, who shall be Gazetted Railway Officers of equal status to be appointed in the manner laid down in Clause (a) for all claims of Rs. 3,00,000/- and above and for all claims irrespective of the amount of value of such claims if the issues involved are of a complicated nature or not. In the event of two arbitrators being divided in their opinion the matter under dispute will be referred to an Umpire to be appointed in the manner laid down in Clause (a) for his decision.
 - (c). The Arbitrator/Arbitrators/Umpires so appointed, as the case may be shall give the award on all matters referred to arbitration indicating there in break up of the sums awarded separately on each individual Contract relates. The Arbitrator shall be the Gazetted Railway Officer who in the course of his/their duties as Railway Servant(s) has/have not expressed views on all or any of the

matters under dispute or difference. The award of the Arbitrator or Arbitrators or Umpires as the case may be shall be final and binding on the parties to the Contract.

- (d). Subject as aforesaid, Arbitration Act, 1996 and the Rules there under and any statutory modification thereof shall apply to the Arbitration proceedings under this Clause.

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PATRT -III

SPECIAL CONDITIONS OF CONTRACT

1. The Work is to be governed by the General Conditions of Contract 2014, Standard Specifications 1987 and Schedule of Rates 1987 of Northern Railway with up to date corrections. The words Northern Railway and General Manager wherever appearing in the said three books may be read as Research , Designs & Standards Organisation and Director General, RDSO, Lucknow respectively .
2. The Contractor shall give documentary evidence that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time and he is eligible to get this Contract and there is not legal or any other bar against him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this Contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to RDSO. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.
3. The persons deployed by the Contractor for the services shall be the employees of the Contractor for all purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and RDSO shall accrue arise implicitly or explicitly.
4. On taking over the responsibility of the Work assigned the Contractor shall formulate the mechanism and duty assignment of Work to its personnel in consultation with Officer or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Officer of the Directorate for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Officer designated in this respect from time to time.
5. The any other official authorised by the administration shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
6. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the official in this respect. Further, the Contractor shall immediately replace the particular persons so deployed on the demand of the official in case of any of the aforesaid acts on the part of the said person.
7. For performing the assigned Work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
8. The Contractor shall submit details, such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Directorate. For the purpose of proper identification of the employees of the Contractor deployed for the Work, he shall issue Identity Cards bearing their photographs/identification, etc. and such employees shall display their Identity Cards at the time of duty.
9. The Contractor shall be liable for payment of wages and all other dues, which they are entitled to receive under the various labour laws and other statutory provisions.
10. The Contractor shall at his own cost, if required, take necessary Insurance Cover in respect of the aforesaid services rendered to RDSO and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act,1970, Employees State Insurance Act, Workman's Compensation Act,1923, Payment of

Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/Regulations and/or statutes they may be applicable to them.

11. The Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the RDSO indemnified from all acts of omission, fault, breach and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the obligations hereunder and/or under the said Acts, Rules/Regulations and or any bye-laws or rules framed under or any of these, RDSO shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury from the Contractor's monthly payments.
12. The Contractor shall be required to maintain permanent attendance registers/roll within the building premises, which will be open for inspection and checking, by the authorized Officers of Chief Medical Officer., RDSO, Lucknow.
13. The Contractor shall make the payment of wages etc. to the persons so deployed and shall furnish copies of wage register to the official along with his Bills for confirmation that he has paid all the dues to the persons deployed by him for the Work under the Contract. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed under various Labour Laws having regard to the duties of RDSO in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time.
14. The Contractor shall comply with or cause to be complied with the labour regulations from time to time in regard to payment of wages not paid and deductions made unauthorisedly, maintenance of Wages Book, Wage Slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
15. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed to ensure preservation of peace and protection of persons and property of RDSO.
16. The Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the Work is taken from them do not violate relevant provision of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially in correct, he shall without prejudice to any other liability pay to the official a sum as may be claimed by RDSO.
17. The Contractor shall remove all workers deployed by him on termination of the Contract or on expiry of the Contract from the premises of Office and ensure that no such person shall create any hindrance problem of any nature in Office either explicitly or implicitly.
18. The Security Money referred in Part-I, Para-2.7 of the Tender Document shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss or any damage sustained by RDSO on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
19. The Contractor shall keep RDSO indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case RDSO is made party and is supposed to contest the case, RDSO will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Contractor to RDSO on demand. Further, the Contractor shall ensure that no financial or any other liability comes on RDSO in this respect of any nature whatsoever and shall keep RDSO indemnified in this respect.
20. The Contractor shall further keep the official indemnified against any loss to the RDSO property and assets. The Officer shall have further right to adjust and/or deduct any of the amounts as aforesaid from the

payments due to the Contractor under this Contract.

21. The Contractor shall ensure that the persons so deployed do not allow any property of RDSO to be taken out of the premises without a Gate Pass signed by the designated Officials of the RDSO. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the Officials designated and authorised to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The official shall make suitable arrangement to ensure compliance.
22. Contractor shall report promptly to the official any theft or pilferage that take place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets movable and immovable of RDSO and if there is any loss to RDSO on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to RDSO.
23. **Contractor will provide Services of 03(three) Nursing personnel one each 8 hour shift, 01(One) Attendant for 12 hrs. (21:00 hrs to 9:00 hrs) for Night Duty, and 04 (Four) Safaiwala during the period of 24 hours for ICU Ward & ward.(Shift will be decided by the administration as per daily requirement)**
24. The administration reserves the right to discontinue the Contract after giving one-month Notice to the Contractor after the acceptance of the Tender. In the case of withdrawal of the said item for Contractor cannot claim any amount as compensation.
25. The Tenderer or his authorised representative is advised to visit the site of Work for better appreciation the quantum of Work involved. He can visit the Office any time from **09:30 hrs. to 17:00 hrs.** on any working day.
26. The Tenderer shall quote his Rate on the **Form-A** attached with the Tender Document.
27. RDSO Administration is not bound to accept the lowest tender or undertake to assign reasons for declining to consider any particular Tender/Tenders.
28. Firm having experience in same work will be given preference.
29. Tenderer/Contractor will have to submit following documents for Tender Bid.
 1. The bidder company should have registered company under company act 1956.
 2. Registration under shops and commercial establishment etc. from labour Department and have contract Labour License.
 3. The bidder company should be duly registered with EPF & ESI authorities. (As per extent rules)
 4. The bidder company should be duly registered with service tax (Central Excise). (As per extent rules)
 5. The bidder Company/Contractor should have character certificate.
 6. The bidder company should have minimum three years experience in similar work in 50 bedded central /State /Semi Government hospital. Will submit Letter of Acceptance and Letter of Completion attached with the tender form, as proof and will be required to bring original document as per need.
 7. Tenderer is advised to submit their bid strictly on the terms and conditions of the bid documents and not to stipulate any deviation, otherwise bid will be rejected.
 8. The bidder company should have qualified nursing staff from recognised institute/college with the relevant certificate at the time of award of tender.
 9. Rates quoted should be in accordance with the minimum wages of highly skilled persons for Nurses as issued by Chief Labour Commissioner/New Delhi on the date of opening of tender.

PART- IV

ANNEXURE-A

SCOPE OF WORK

The Scope of Work shall be as follows:

- (1) The Contractor shall have to undertake the guarantee of 01(One) Attendant, 04(Four) Safaiwala and 03 (Three) Nurses in writing as well financially, in case of any theft shortage etc. in working place, during their duties hrs. .
- (2) Minimum requirements of educational qualifications and/or of nurse(a)Inter science(b) Nursing Diploma from recognised Institute.(c) Registered with Nursing Council or B.Sc. (Nursing) with recognise Institution.
- (3) Performance experience of working in a big Hospital.
- (4) The Contractor shall have to undertake the 24 hrs. Casualty Services with 3 round the clock by minimum 3 Nurse, 8 hour daily. The duties of same are attached herewith.
- (5) Age of nurses should be 23- 40 Years.
- (6) Nurses should wear proper nursing uniform with nameplate.
- (7) **DUTIES OF NURSING STAFF.**
 - (i) He/ She is in-charge of nursing of indoor patients and she will provide full range of nursing services commensurate with her training and qualifications and the requirements of the patients.
She will:
 - (ii) Be responsible for dressing of the female patients and for giving treatment to gynaecological cases, such as douching, plugging, etc.
 - (iii) Give injections to indoor and outdoor patients when called upon by the doctor.
 - (iv) Attend and assist at operations when required.
 - (v) Direct and supervise the sterilisation of all instrument and dressing.
 - (vi) Formulate accurate and intelligent reports on ward patients.
 - (vii) Estimate the requirement of ration for diets for the following day. She will take and verify thumb impressions/ signatures of the patients on the diet bills as a token of receipt of diet and will enter the scale of diet on the diet bills.
 - (viii) See that the visiting hours are strictly observed.
 - (ix) Ensure that every courtesy and help is accorded to the patient's relatives and visitors to the ward.
 - (x) Accompany Chief Medical Superintendent/ Medical Superintendent/ Medical Officer in charge of the ward on their daily rounds.
 - (xi) Maintain the ward stock of dressing and drugs etc.
 - (xii) Be responsible for the safe custody of poisons. The stock must be maintained and checked daily.
 - (xiii) Be in charge of the linen issued to her for her ward. If there is only one nurse in a hospital/ health unit, she will in addition, be responsible for the safe custody of hospital linen, crockery, cutlery, utensils, surgical and medical appliances and furniture and dead stock of the ward and shall see that they are kept in good condition and replaced when necessary. Take monthly inventory of linen and equipment and report all missing articles to the concerned Medical Officers.
 - (xiv) Maintain all records and registers pertaining to the wards properly when she is the only nurse.
 - (xv) Supervise the work of group 'D' staff and ensure the cleanliness of the I.C.U. Ward.
 - (xvi) Perform any other duty ordered by the concerned Medical Officers & A.N.O., Chief Matrons.
 - (xvii) Should be well conversant with functioning of ICU equipment's and monitoring in good working order. She will perform duties pertaining to specialised type of work required in these areas. She will also do any other duty as ordered by the concerned Medical Officers and matrons.
8. **Duties of Attendant (For 12 Hrs. i.e. 21:00 Hrs. to 09:00 Hrs. for seven days in a week)**
 - 8.1 **Duties of Attendant;**
 - 8.1.A. Keep the ward, furniture, doors, fitting, ventilators, etc. neat and tidy.

- 8.1.B. Sponge the patients where there is no nurse.
- 8.1.C. Prepare beds, take temperatures, pulse, respiration etc. if literate, and change the clothing of the patients under direction of the nurse.
- 8.1.D. Help the doctor/nurse in the dressing of surgical cases, giving enemas, douching and plugging etc.
- 8.1.E. Serve food and drink to the patients.
- 8.1.F. The male hospital Attendant will wake up doctors, nurses, dispensers and other staff who are off duty when they hear accident signals and wake up the doctors even otherwise, when required.
- 8.1.G. Carry and transfer injured and sick patients.
- 8.1.H. Give active/passive exercise to the patients when required under guidance.
- 8.1.I. Fetch and distribute dak.
- 8.1.J. Carry hospital stores.
- 8.1.K. Where there is no watchman, the male hospital attendant on night duty will be expected to keep a watch over the hospital building and property.
- 8.1.L. Assist the dressers, and do dressing work in their absence.
- 8.1.M. Any other work/duty assigned by administration from time to time.
- 8.2** **Duties of Safaiwala.**
- 8.2.A. Sweep the ICU ward, cabin, tables, floors etc. of the hospital.
- 8.2.B. Frequently clean the floor of the ward wet cloth and clean the hospital doors, windows, window passé etc.
- 8.2.C. Clean the bed pans, sputum cups, urinals, commodes and latrines attached to the hospital.
- 8.2.D. Supply bed pans and urine bottles to the patients, and clean them after use.
- 8.2.E. Carry the patient on stretchers in the hospital and from station to hospital and vice versa.
- 8.2.F. Carry the hospital stores.
- 8.2.G. Wash the soiled clothes.
- 8.2.H. Carry out any other given by his/her superiors.

9. **Penalties/Liabilities**

- 9.1. The Contractor shall be responsible for compliance of the Terms and Conditions of the Tender Document. In the event of any breach of the Terms and Conditions, the Contract may be terminated and the Security Deposit will be forfeited and further the Work may be got done from another Agency at his risk and cost.
- 9.2. The Contractor shall at all times obey the lawful instructions given to him by the CMO or such other person(s) appointed / deputed by the administration in respect of above Work and his behalf. He will observe the hours of Work as laid down by the RDSO Administration. Any infringement of any such instructions will render the Contractor to be fined, which may extend up to Rs.250/ per day subject to maximum of 10% of the monthly payment. The Fine will be in addition to Penalty specified in the Tender Document elsewhere.
- 9.3. In case of any worker is absent from duty of comes late, Agency will be fined @ Rs.250/- per day/per shift/per person/per day, in addition to non payment of the wages for that person for the day.

10. **Payment Terms**

- 10.1 Payment will be made on Monthly basis,
- 10.2 Payment shall be made on the submission of Bill (in Duplicate) to CMO, RDSO, Lucknow as per conditions laid down in the Schedule of Rates on the basis of Certificate of satisfactory completion of Work Certified by the representative of CMO for which proper Records shall be maintained.
- 10.3 The Bill will be verified and forwarded to Accounts for payment after deduction of Penalties and Taxes in vogue from the Bill, if any. The Tenderer shall mention name of Work and reference of Agreement in the Bill as well as name of Bank, Branch, Account Number and PAN Number on Bill. The Contractor, who signed the Contract Agreement, should sign the Bill.

- 10.4 Contractor will required to pay its staff as per latest minimum wages labour rates circulated by Central Labour Commissioner, as revised from time to time
- 10.5 Contractor has to make payment to labour by NEFT; labour's bank account should be linked with Aadhar Card and will submit the record of NEFT transaction & proof of photo copy of passbook of workers every month with the bill.
- 10.6 Contractor will provide minimum Nursing staff, Attendant & Safaiwala, in case of filling up the post by administration, the proportionate work will be reduced from the outsourcing and cost of labour will be proportionately reduced.
- 10.7 Certificate of compliance with labour laws and having paid minimum wages should be attached every month along with the bill.
- 10.8 Contractor should supply proof of deposit of EPF, ESI & Service Tax deposit receipt etc. with the next bill in every month otherwise payment can not be released without EPF,ESI & Service Tax paid deposit proof.
- 10.9 Rate shall be quoted in excluding of all taxes & levies etc., Taxes will be reimbursed in actual on submission of the document evidence payment has made to the concern authority.

11. SAFETY PRECAUTIONS

11.1 The Contractor/s shall at all times adopt such safe methods of work as will ensure safety of structure, equipment and labour. If at any time the Railway finds the safety arrangement sun safe, the contractor/s shall take immediate corrective action as directed by the Railway's in the Matter shall in no way absolve the contractor/s of his/their sole responsibility to adopt safe working method.

11.2 The Contractor (s) shall execute temporary works if required, so as to ensure absolute safety of contractor(s) personnel as well as Railway staff and personnel engaged on the work. The Contractor(s) should indemnify the Railway against damage sand injury to workmen. Railway reserves the right to enforce safety regulations on the contractor(s) and recover any cost, which may be incurred for the purpose.

11.3 The contractor(s) should take all precautions for safety of his/their staff, vehicles working at site while crossing the State Highway/Railway track and ensure no interference with smooth movement or road/rail traffic.

12. COMPLIANCE WITH LABOUR LAWS:

(a) The contractor shall obtain a valid staff license under the Contract Labour(R&A)Act 1970 and the Contract Labour(R&A)Central Rules1971 with in one month from the date of award of work and continue to have valid license during the period of contract duly ensuring renewal of license whenever required.

(b) During the performance of the works the contractor shall at his own cost and initiative fully comply with the provisions of all acts and laws as regards to the engagement of staff, payment of minimum wages, Workmen Compensation Act etc., registration with EPF, ESI, etc.

(c) No staff below neither the age of 18 years nor a staff with a criminal record shall is employed on the work.

(d) The contractor shall maintain all records relating to engagement of staff's, payment of wages to them etc., and make available the records to the Rly. Authorities, staff enforcement officer etc, when ever asked for.

(e) The contractor shall indemnify the Railways from and against any claim, penalties, and recoveries under the above mentioned labour laws. If due to default of the Contractor the Railway shaves to pay to the Labour Department or any other statutory agency any amount as

Principal Employer, the Contractor shall reimburse such moneys to Railways. In the event of contractor failing to repay such moneys the Railways shall be entitled to deduct from any money due to the Contractor (whether under this contractor any other contract) all moneys paid or payable by the Railway by way of compensation of afore said or for costs or expenses in connection with any claim there to and the decision of the Engineer up on any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

(f) The contractor shall arrange payment of wages to the labour/staff engaged by him through their **Aadhar Linked Bank Accounts** and provide the proof of crediting the wages to their SB Accounts along with On Account/Final Bill. In the absence of such proof the bill will be rejected.

(g) Contractor should take all type of precautions so that no accident, injury, death occurs during duty hrs. RDSO administration will not be responsible in case of any accident, injury, death, occurs to the labour engaged by him.

(h) If the rates quoted by Tenderer are lower than estimated cost as per minimum wages act. The offer will be considered unworkable and is liable to be by passed/ rejected.

(i) All labour acts and laws shall be strictly followed by the contractor and he shall indemnify the Railway from all claims, losses etc. arising out of the same. All costs incurred by the Railway in this connection will be recoverable from the contractor. There shall be no claim against Railway under:-

- (i) Payment of wages act.
- (ii) Minimum wages act.
- (iii) Labour regulation act.
- (iv) Workers compensation act.
- (v) Other relevant laws and acts of Central & State Governments.
- (vi) The persons deployed by the Tenderer shall be the employees of the tender for all purposes and shall remain under the control and supervision of the Tenderer and in no case shall a relationship of employer and employee between the said persons and Railways shall accrue, implicitly or explicitly.

FORM-A

S.no.	Name of work	Total value of Contract.	Ernest Money.	Cost of Tender Document	Rates for complete work for Three Nurses, One Attendant & Four Safaiwala for Two years exclusive of Taxes.	
					Rates in figure.	Rates in words.
1.	“Outsourcing of Casualty Services & ICU Cleaning work for Extra Divisional Hospital, RDSO, Lucknow”.	Rs.35,11,101/- for <u>Two years</u> .	Rs.70,230/-	Rs.3,000/- or Rs.3,500/- (by post)	Rs.	Rs.

Note: (1) Rate shall be quoted exclusive of all taxes & levies etc., Taxes will be reimbursed in actual on submission of the documentary evidence of payment that payment has been made to the concerned authority in addition to above accepted rates.

(2) Rates quoted (for Nurses) should be in accordance with the minimum wages for highly skilled persons as issued by Chief Labour Commissioner/New Delhi on the date of opening of tender.

(3) In case of discrepancy between rates quoted in word and figures, rates quoted in words shall be taken into consideration.

ELECTRONIC CLEARING SERVICE CREDIT CLEARING
 (MODEL MANEATE FORM)
 (INVESTOR/Customer option to Receive PAYMENTS THROUGH CREDIT CLEARING
 MECHANISM)
 (Scheme name – The periodicity of payment)

1. INVESTOR CUSTOMER'S NAME:

2. PARTICULARS OF BANK:

A. BANK NAME:

B. BRANCH NAME:

Address:

Telephone, Cell No.

C. 9 DIGIT CODE NUMBER OF THE
 BANK & BRANCH
 (Appearing on the MICR Cheque
 Issuing branch)

D. ACCOUNT TYPE
 (SB Account/Current Account or
 Cash Credit with code 10/11/13)

E. ACCOUNT No.
 (As appearing on the cheque)

F. RIGS/FSC Code:

G. PAN No.

(In lieu of the bank certificate to be issued as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars)

3. DATE OF RECEIPT

I hereby declare that the particulars as above are correct and complete. If the transaction is delayed or not collected at all for Reason of incomplete or incomplete information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of Investor Customer

Certificate that the particulars furnished above are correct as per our records.

Authorized officer of the Bank

Stamp & signature of the

