

**SIGNAL DIRECTORATE**

Quotation Notice No. Signal Lab/HK/2019/01

Date : 19 11. 2019

Name of Work : “Cleaning and Associated Services (Housekeeping) Contract of Signal Lab”

**NOTICE FOR INVITING QUOTATION**

Sealed Quotations are invited for above mentioned work of Signal Lab. The **last date** and time of submission of the quotations is **27. 11. 2019 up to 15:00 hrs.** and is to be submitted in the Office of Executive Director( Co-ordination) /Signal. Quotations will be opened on same day at 15.30 hrs. Details of the work are as under:

S. No.	Description of Work	Period/ Duration of work	Estimated cost of work	Earnest Money
1.	Cleaning and Associated Services (Housekeeping) Contract of Signal Lab as per Scope of Work contained in Chapter - I	03 months	<b>Rs. 1,21,389/-</b>	Rs. 2,430
2	Use of Consumables (Material) for above work as per list given in Annexure-II			

**Complete details may be downloaded from [www.rdso.indianrailways.gov.in](http://www.rdso.indianrailways.gov.in) quotation notice link under Tenders.**

**Eligibility Criteria:**

1. The firm has to submit their valid registration certificate with Regional Labour Commissioner of Central Government or submit their valid registration certificate under shop and commercial establishment from Labour organization of State Government.
2. The firm should have registration with ESIC and EPF Authority.
3. The firm has to submit their valid GST registration certificate and PAN.
4. The Tenderer(s) should have received total contractual amount against satisfactory execution/works in progress of all type of works for a minimum of 150% of advertised tender value of work during the last three preceding year up to the date of opening of tender; as per payment certificate from the tenderer duly issued by the officer of concerned Govt. Department or as per Audited balance sheet duly certified by Chartered Accountant.
5. The Tenderer(s) should have successfully completed at least on similar single work for a minimum value of 35% of advertised tender value of the work in the last three preceding financial years Certificate from Private/individual for whom such work are executed will not be accepted.

**Note:-** In absence of these documents, the offer shall be summarily rejected without any correspondence.

**Instructions to bidders :**

1. This tender shall be governed by Scope of work contained in Chapter –I, Instructions to tenderers contained in Chapter – II and Special conditions of Contract contained in Chapter – III of the tender document and GCC-2018. for Services
2. **The earnest money @ of 2% of the estimated cost of work i. e. Rs. 2,430/- shall be deposited along with offer in favour of Executive Director Finance, RDSO, Lucknow in the form of Demand Draft, failing which the offer will be summarily rejected.**
3. Please quote in “Schedule of Rates” given in Annexure –I
4. All pages of the tender document and Schedule of Rate have to be ink signed and duly stamped by the bidder are to be submitted.
5. **The offer Envelope should be superscripted with (a) Quotation Notice No. Signal Lab/HK/2019/01 dated 19 .11. 2019 ( b) The Name of work “Cleaning and Associated Services (Housekeeping) Contract of Signal Lab” (c) The name of the Tenderer.**
6. **The sealed quotations are to be submitted in the office of of Executive Director/Signal - II (Co-ordination), Signal Directorate, to OS/Signal, 2<sup>nd</sup> floor, Annex - I Building, RDSO, Manak Nagar, Lucknow -226012 up to 15.00 Hrs of 27 .11. 2019**

Encls: As above

(A K Jayaswal)

Asstt Design Engineer/Signal Lab

For Executive Director (Co-ordination)/Signal

Copy to : 1. AAO/Fin -Please depute your representative on . **27. 11. 2019** at 15.00 hrs. for opening of quotations.

2. Notice Boards and RDSO website

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**Schedule of Rates**

**The last date and time for submission of quotation is 27. 11. 2019 upto 15.00 Hrs.**

S No.	Description :	Estimated Cost (Rs)	Cost of work offered by the tenderer <b>(In Figures)</b> (Rs)	Cost of work offered by the tenderer <b>( In words)</b> (Rs)	% above/below the estimated cost
<b>Schedule A</b>	Minimum wages for two housekeeping assistants [ @ Rs 603/man per day, GST @18%, EPF@ 13.61%, ESIC@ 4.75%] for total 22 days in a month	108537.11			
<b>Schedule B</b>	Contractors Profit	7959.6			
<b>Schedule C</b>	Cost of consumables ( inclusive of taxes)	4892.5			
	Total Estimated cost  ( Rounded off to nearest rupees)	121389/-			

**Note :** **(1)** The rates in SCHEDULE - A above in estimated cost is taken as base rate for this quotation. If tenderer quote rate below on the base rate of Schedule A, the quotation shall be summarily rejected **(2)** The GST component of the offer will be paid to the contractor only after the vouchers/ receipt of actual payment of the tax to concerned authority is submitted. **(3)**The rate quoted by the tenderer should be in words and figures both. In case of discrepancy, lowest of the either will be taken for considerate. **(4)** The validity of offer to be 45 days from the date of opening of tender.**(5)** I/we hereby agree to abide by the scope of work contained in Chapter I, Instructions to the Tenderers contained in Chapter II and Special conditions of Contract contained in Chapter –III of the tender document and GCC 2018 for services. **(5)** I/ we agree to comply with provisions of Minimum Wages Act, 1948 and adhere to special conditions of contract contained in Chapter – III.

**Address of the Firm in Full**

(Signature of the Tenderer **duly ink signed**)

Name (in Block Letters) :

Capacity in which tender is signed:

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### CHAPTER – I

## SCOPE OF WORK

1.01 Area to be cleaned daily – **1370** sq mtrs. approx.

1.02 Timing of work: 08:30 to 17:00 hrs

1.03 Days of working: On all working days i.e. Monday to Friday

**Note : In case of VIP visits or any special circumstances, the contractor will have to provide staff for cleaning and maintenance.**

1.04 The scope of work shall be as follows:

- (a) The contractor shall have to sweep and swap floor of the following area in Signal Lab **daily** (all the working days).Wet cleaning of the following area is to be done twice a week.
  - (i) All Rooms in the Signal Lab.
  - (ii) All Corridors
  - (iii) All Labs in the premises of Signal Lab'
- (b) The contractor shall have to sweep and clean with water and then apply disinfectant in the three toilets and provide naphthalene balls in the urinals and wash basins **daily**. Cleaning of toilets will have to be done **twice daily** at 09:00 and at 14:00 hrs.
- (c) The contractor shall have to clean all the drains (as and when required/instructed)
- (d) The contractor shall have to remove all the scrap, rubbish and refuse and dump it at specified place outside the Signal Lab. *This involves shifting of old/ tested samples from Signal Lab on any one working day of the week to HSE Lab approx. a km from Signal Lab as instructed by the Lab incharge or his/her representatives. The day shifting work is required to be carried out, the contractor need not perform the regular cleaning work of the Signal lab.*
- (e) The contractor shall have to clean all the Window Panels/Panes and Grill(s) in the Signal Lab. on daily basis
- (f) The contractor shall have to remove Cobwebs from all over the building of the Signal Lab at least **twice** a week.

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- (g) The contractor shall have to clean the Matting in the Corridors and carpet (as and when required/instructed)
- (h) The satisfactory execution of above mentioned work requires **minimum 44 man days of monthly labour (by providing two persons on daily basis).**
- (i) The contractor has to supply all the cleaning materials and consumables required for satisfactory execution of above mentioned scope of work as per the list of items given herein.

### List of Consumables to be used in cleaning work in SIX months

S.No	Description of item	Quantity	Unit
1.	Finit	06	Lts
2.	Bleaching Powder	03	Kg
3.	Lysol	09	Lts
4.	Plastic container for waste collection	01	Nos
5.	Duster 4'X4'	10	Nos
6.	Duster 2'X2'	12	Nos
7.	Cleaning Powder	06	Kg
8.	Naph Ball	05	Kg
9.	Metal Cleaner	01	Nos
10.	Glass Cleaner	10	Nos
11.	Odonil	12	Pkts
12.	Room freshner	05	Pcs
13.	Toilet brush	03	Nos
14.	Rodent treatment material	05	Lts
15.	Acid	12	Lts
16.	Pest control material	06	Kg
17.	Plastic mugs	02	Nos
18.	Disposable gloves	25	Nos
19.	Plastic buckets	03	Nos
20.	wipers	03	Nos
21.	Brooms(heavy)	03	Nos
22.	Brooms(light)	03	Nos
23.	Scented pheny	09	Lts
24.	Dry Mop	2	Nos
25.	Wet Mop	4	Nos
26.	Harpic (500ML)	12	NoS
27.	Urine cubes	24	Nos

- (j) The contractor has to provide uniform and identity card to all his staff including one supervisor. Any non-compliance to this clause will call for penalty @ Rs 100/worker/day.

#### 1.05 Penalties

- (a) The contractor shall be responsible for compliance of the terms and conditions of the contract document. In the event of any breach of the terms and conditions, the contract may be

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terminated and security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

- (b) The contractor shall at all times obey - the lawful instructions, given to him by the person(s) appointed/deputed by the administration in respect of the above work. Any infringement of any instruction/or non-compliance of terms and conditions of the scope of work, will render the contractor to be fined, which may extend up to Rs 500/day. The fine will be in addition to the Penalty specified in the Tender document elsewhere.

### **1.06 ADHERENCE TO LABOUR LAWS & REGULATION (For Sweeping & Cleaning work) –**

- a) The Contractor shall pay to his Labour as per current rates of minimum wages act as revised by Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi time to time. Minimum Wages rate revised generally twice in a year i.e. April & October of every year.
- b) Rate of Minimum Wages for this quotation has been taken as per Ministry of Labour & Employment office of the Chief Labour Commissioner (C), New Delhi's letter No. Letter No. 1/36(5)/2019-LS-II dated 23.09.2019. As per these letter minimum wages for Lucknow (A-category is Rs. 603/- per day for each Safaiwala.
- c) The offers not complying with the minimum wages (i.e. quoting below the minimum wages shall be considered as unworkable & will be summarily rejected.
- d) Difference of base rate of minimum wages & rate of minimum wages at the time of actual payment (for the period actual work done) will be paid extra by the RDSO to the tenderer. For the payment of difference if any contractor shall produce calculation sheet for actual labour engaged in the work as per the record of Railways.
- e) No extra payment shall be made due to increase in any inflation other than minimum wages rate.
- f) No other PVC Clause shall be applicable for this quotation.
- g) Labour deployed by the agency for the work should be registered in ESIC & PF.

### **1.07 Payment terms**

- (a) **Payment shall be made on monthly basis.**
- (b) Payment will be made on the submission of the bill (in Duplicate) to Executive Director/ Director/ Joint Director, signal Lab, RDSO, Lucknow schedule of rates on the basis of certificate of satisfactory completion of the work certified by the representative of Executive Director/ Director/ Joint Director, for which proper records shall be maintained. The firm shall submit the proof of payments made to their employees as per minimum wages (prescribe by Ministry of Labour and Employment). Contractor will insure cashless payment to the worker through Bank on monthly basis and proof of the same has to be submitted along with the Bill
- (c) 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 the Work and reference of Agreement in the Bill as well as name of Bank, Branch, Account number and PAN number on the bill. The contractor, who signed the contract Agreement, should sign the Bill.
- (d) Valid proof of deposit of ESI/EPF to be attached along with the bills for payment.

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### CHAPTER – II

#### GENERAL INSTRUCTIONS TO THE TENDERERS

- 2.01 The intending Tenderers are advised to study the General Conditions of Contract Regulations and Instructions for Tenderers and Standard Forms of Contract (GCC 2018 or latest) as corrected from time to time and make themselves conversant with their contents, as these shall govern this Contract and shall form an integral part thereof, save and except where these are repugnant to the terms and conditions brought out in the Tender documents.
- 2.02 All fluctuations in the rates of Labour, Materials and General Commodities and other possibilities of each and every kind should be considered, no claim due to any cause, whatsoever, on this account will be entertained.
- 2.03 Before submitting the tender , the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of works, that all conditions liable to be encountered during the execution of the works are taken into account and the rates he enters in the tender forms are adequate and all inclusive to accord with the provision in Clause 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineers
- 2.04 Tenderers will examine the various Provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act 2017( IGST)/ Union Territory Goods and Services Tax Act 2017( UGST)/ respective state's State Goods and Services Tax Act ( SGST) also as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 2.05 The successful tenderer who is liable to be registered under CGST/IGST/UGST/SGST/ Act shall submit GSTIN along with other details required under CGST/IGST/UGST/SGST/ Act to railway immediately after award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned Authority.
- 2.06 In case successful Tenderer is not liable to be registered under CGST/IGST/UGST/SGST/ Act, THE Railway shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 2.07 **Security Deposit**

The Security Deposit /Rate of recovery/Mode of recovery shall be as under:

- (i) Security Deposit for each Work will be 10% of the Contract Value
- (ii) Security Deposit in the form of Instruments shall be accepted towards Security Deposits.

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The Competent Authority shall return Security Deposit to the Contractor after 60 days of physical completion of the Work as certified. Before release of the Security Deposit the Contractor has to submit an unconditional and unequivocal "No Claim Certificate".

- 2.08 a) Wherever the contracts are rescinded, the Security Deposit will be forfeited and the deposit will be en-cashed and the balance work will be got done separately.
- b) The balance work will be got done independently at the risk and cost of the original Contractor. The original Contractor will be also be debarred from participating in the Tender for executing the balance work.
- 2.09 The successful Tenderer/Tenderers shall be required to execute an agreement with the President of India, acting through the Executive Director/Signal- III, RDSO, Manak Nagar, Lucknow – 226 011, for carrying out the work according to General Conditions of Contract (2018) or latest including these Special Instructions and Special Conditions of Contract and as per Scope of work as per Chapter - I.
- 2.10 In case of any dispute that may arise concerning contract agreement or the tender, the decision of the RDSO Administration {Executive Director/Signal –II (Co-ord)} shall be final and binding upon the contractors. The contractors and his men would abide by the lawful instructions conveyed to him by RDSO Administration or its supervisory officials.
- 2.11 False statement made deliberately will make the offer liable to be rejected.
- 2.12 Non-compliance of any of the conditions set-forth herein is liable to result in the Contract being rejected.
- 2.13 **Eligibility criteria**
1. The tenderer should have valid registration certificate with Regional Labour Commissioner of Central Government **or** should have valid registration certificate under shop and commercial establishment from Labour organization of State Government.
  2. The tenderer should have registration with ESIC and EPF Authority.
  3. The tenderer should have valid GSTIN registration certificate and PAN .
  4. The Tenderer(s) should have received total contractual amount against satisfactory execution/works in progress of all type of works for a minimum of 150% of advertised tender value of work during the last three preceding years up to the date of opening of tender; as per payment certificate from the tenderer duly issued by the officer of concerned Govt. Department or as per Audited balance sheet duly certified by Chartered Accountant.
  5. The Tenderer(s) should have successfully completed at least on similar single work for a minimum value of 35% of advertised tender value of the work in the last three preceding financial years Certificate from Private/individual for whom such work are executed will not be accepted.

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- 2.14 **Contract Period** : The contract period will be **THREE months** from the date of start of work after issue of Letter of Acceptance/ Signing the Contract Agreement with an option to increase and extend the contract as per GCC( 2018) for Service. In case of finalization of open tender for Housekeeping work, the proportionate work will be treated as cancelled by giving prior notice of 15 days.
- 2.15 The quotation work will be governed by GCC 92018) for services.

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## **CHAPTER – III**

### SPECIAL CONDITIONS OF CONTRACT

- 3.01 This Chapter deals with the condition of contract under which the work coming under the purview of this contract is to be executed by the contractor.
- 3.02 The contractor shall intimate the subscriber, the address thereof to which all correspondence should be sent.
- 3.03 The contract resulting from this tender being a works contract shall not attract sales tax. The RDSO does not therefore; agree to pay sales tax in addition to the price quoted.
- 3.04 **UTILITIES & FACILITIES OF WORK**
- a) No land belonging to or in the possession of the RDSO shall be occupied by the Contractor without the permission of the RDSO. The Contractor shall not use or allow to be used, the site for any purpose other than that of execution of the works.
- 3.05 **DETERMINATION OF CONTRACT**

Notwithstanding the provisions under other para the subscriber may at any time by a notice in writing shall determine the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events:

- a. **Insolvency:** If the Contractor being an individual, or if a firm, any partner in the contractor's firm, shall at any time adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any law relating to insolvency for the time being in force or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act.
- b. **Liquidation:** If the contractor being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arisen which entitled the court or debenture holders to appoint a receiver or manager.
- c. **Breach of Contract:** If the Contractor commits any breach of this contract nor herein specified provided for; provided always that such determination shall not prejudice any right of act or remedy which shall have accrue thereafter to the subscriber and provided also that

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the contractor shall be liable to pay the subscriber any expenditure which the subscriber is thereby put to but shall not be entitled to any other and gain or repurchase. In the event of such determination, without prejudice to the other rights and remedies of the subscriber including the right of forfeiting the security deposit, the subscriber shall be entitled to have the work or remainder thereof performed, executed and or carried out by any other and hold the contractor liable for reimbursement in the event of any loss on this account.

3.06 On receipt of the Letter of Acceptance, the successful tenderer shall deposit a Security Deposit, which shall be specified in the Letter of Acceptance of tender.

### 3.07 **QUALITY OF WORK**

- a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified.
- b) All work carried out shall also be of the best quality acceptance to the Administration.

### 3.08 **SUB-CONTRACTORS**

- a) The contractor **shall not sublet** or assign this contract or allow any person to become interested there in any manner, without the written permission of the Executive Director/ Director, Signal Directorate, RDSO, Manak Nagar, Lucknow - 226 011. In the event of the Contractor subletting or assigning the contract or any part thereof without such written permission, the subscriber shall be entitled to cancel the contract, and also to payment of any loss or damage from such cancellation.
- b) The Contractor shall arrange for effective supervision of contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the staff.

3.09 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 and 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, and/or any other Rules/Regulations and/or statutes may be applicable to them.

Further the Contractor shall observe all the formalities and perform all acts and abide by all the provisions, contained in the Contract Labour Act 970 and Contract Labour Central Rules 1971 which in addition to other stipulations inter alia provide that :-

- (a) The contractor/s shall keep and maintain necessary registers/ records, issue identity cards/service certificates and display notice in accordance with the section 75 to 82 of Contract Labour Central Rules 1971.
- (b) No Child Labour shall be engaged by the contractor for execution of the contract

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- (c) The contractor shall comply to provisions of Minimum Wages Act 1948 and adhere rules contained in “Employment of sweeping and cleaning excluding activities prohibited under employment of manual scavengers and construction of dry Latrines ( Prohibition ) Act, 1993”
- 3.10 The Contractor shall be solely responsible for any violation of provision of the Labour Laws or any statutory provisions and shall further keep the RDSO informed from all aspects of omission, fault, breach and /or any claim, demand loss, injury and expenses arising out from the non-compliance of the obligations hereunder and/or under the said Acts, Rules/Regulations and or any by-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.
- 3.11 The Contractor shall be required to maintain permanent attendance register/roll within the building premises, which shall be open for inspection and checking, by the authorized officers of Signal Directorate.
- 3.12 The contractor shall make payment of wages etc. to the persons so deployed and 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.
- 3.13 The Contractor shall comply with or cause to be complied with labour regulations from time to time in regard to payment of wages not paid and deductions made un- authorizedly, maintenance of Wages Book, wage Slip, publication of scale of Wages and terms of employment, inspection and submission of periodical returns.
- 3.14 The scope of work according to specifications will be done by the Contractor at his cost. For this purpose, the Contractor shall employ competent representatives to supervise and the carrying out of the works at all stages. The said representatives shall be present himself at site to any written orders or instructions, which the Executive Director/Director, Signal Directorate or his authorised representative may give to the said representatives of the contractor, shall be deemed to have been duly given or communicated to the contractor.
- 3.15 The contractor shall furnish to the Director, Signal Lab the name, designation, and address of his authorised staff and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the Contractor or his authorised staff or left at or posted to the address so given and shall be deemed to have address so given in the case of posting, on the date on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left.
- 3.16 The contractor shall place and keep on the works at all times qualified, efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in

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sound and proper manner and shall employ only such supervisors, workmen and labourers, in or about the execution of the works as are careful and skilled in their various trades and calling. The contractor shall at once remove from the works-any agent, permitted sub-contractors supervisors, workmen or labourer who shall be objected to by the Director or his nominated authorised representative and whenever required by the Executive Director/Director/Joint Director or his authorised representative, he shall submit a correct retention showing the names of all staff and workmen employed by him.

3.17 No claim for extra or additional work or works not provided in the contract, of any kind whatsoever shall be admitted (even though shown to be necessary) unless they have been executed under written orders of the subscriber. The contractor must produce such orders as vouchers for the claim.

3.18 **Taxes** : The Contractor shall pay all Taxes, Duties, Charges or Levies which may be accessed, imposed or levied upon any income realised by him under the Contract by the Government Agency.

3.19 Income tax from the gross amount will be deducted from the bills of the contractor in accordance with the prevailing income tax rules.

### 3.20 **ACCESS TO WORK SITE**

a) Access to the site for the purpose of this contract shall be afforded to the contractor by the RDSO (Signal Lab) at all reasonable times. In the execution of the work, person other than the contractor, or his duly appointed representative or approved and bonafide workmen should not have access to the site.

b) RDSO Administration or his authorised representative shall have the right to refuse admission to the work site of any person employed by the contractor whom the subscriber or his representative may consider undesirable.

c) The Administration or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works, on the ground of misconduct, incompetence or negligence; the contractor on receipt of notice of such object in writing from the subscriber or his representative shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The administration will not be liable to pay any cost or damage on this account.

3.21 The contractor shall, during the progress of the work be entirely responsible for the custody of the store and equipment both belonging to him and to RDSO and keep the records update for periodical checking by the competent authority of RDSO.

3.22 All costs, damages or expenses which the RDSO Administration may incur, for which under the terms of contract the contractor is liable, may be either deducted by the Administration at his discretion from any money due or to become due or refundable by him to the contractor under the contract, or may be recovered by action at Law or otherwise from the Contractor. The RDSO Administration reserves the right and shall be entitled to retain payments due to Contractor

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under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatever due to the Contractor.

- 3.23 The contractor shall provide at his cost all equipment tools, tackles etc. required for executing the work covered under this contract. However, water needed for the cleaning work will be provided by the RDSO.
- 3.24 In the event of any of the provisions 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 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 the RDSO unless and until the same is incorporated in formal instrument and signed by the RDSO, and the Contractor and till then the RDSO shall have the right to repudiate such arrangement.
- 3.25 The RDSO shall not be liable to the Contractor for any matter arising out of, or in connection with the contract of the work.

### 3.26 **LOSS SUSTAINED DUE TO DEFAULT OF CONTRACTOR**

In the event of any loss to the RDSO on account of execution of the work or any part thereof by agencies other than the contractor, in case of default by the contractor, the contractor shall be liable to reimburse the loss to the subscriber without prejudice to the other rights and remedies of the subscriber, and the reimbursement in full or in part as the case may be, shall be met, at the option of the subscriber, from out of all or any of the following sources, viz.

- i) any amount due and payable to the contractor by the subscriber on any account whatsoever;
- ii) the contractor's security deposit in the hands of the subscriber as far as available; and
- iii) any other assets whatsoever of the contractor

### 3.27 **Settlement of disputed Matters finally determined by the RDSO:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract, shall be referred by the contractor to the RDSO and the RDSO shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions, classifications, measurements, drawings and certificates with respect to any matters the decisions of which is specially provided for by these or other special conditions, given and made by the RDSO, are matters which are referred to hereinafter as "EXCEPTED MATTERS" and shall be final and binding upon the contractor and shall not set aside on account of any infirmity commission, delay or error in proceedings, in or about the same or on any other ground or for any other reason and shall be without appeal.

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3.28 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective right and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the with-holding by the RDSO or any certificate to which the contractor may claim to be entitled to, or if the RDSO fails to make a decision within a reasonable time, then and in any such case but except in any of the "Excepted Matters" referred to in **Clause 3 .27** above of these conditions the contractor after 60 days of his presenting his final claim on disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute of which, the demand has been made and no other, shall be referred to arbitration.

### 3.29 **Obligations during pendency of Arbitration**

Work under the contract shall, unless otherwise directed by the Director/Signal Lab, continue during the arbitration proceedings, and no payment due or payable by the RDSO shall be withheld on account of such proceedings provided however it shall be open for the Arbitrator or Arbiters to consider and decide whether or not such work should continue during arbitration proceedings.

3.30 The contract shall be governed by the Indian Railways laws for the time being in force in India.

3.31 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.

- a) 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:
- b) 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.
- c) 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.
- d) The Arbitrator/Arbitrators/Umpires so appointed, as the case may be shall give the award on all matters referred to arbitration indicating there in breakup 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

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e) 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.

3.32 Work under the contract shall, unless otherwise directed by the subscriber, continue during the arbitration proceedings and no payment due to or payable by the purchase shall be withheld on account of such proceedings. Notwithstanding anything contained herein, the arbitrator or Umpire as the case may be, shall have full authority to direct withholding of any payment if such action is considered fit and proper at any time.

3.33 The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the official secret Act and any Regulations there under.

3.34 Any information obtained in the courses of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly of use to any enemy of India must be treated as secret and shall not at any time to be communicated to any person.

### **3.35 Contractor's Understanding**

It is understood and agreed that the contractor has by careful examination, satisfied himself as to the nature and location of the work, the character of equipment and facilities needed, preliminary to any, during the prosecution of works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

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

3.37 The Contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any local authority.

3.38 All notices, communications, references and complaints made by the Director General/RDSO through Executive Director/ Director, Signal Directorate or their representatives or the Contractor inters concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognised.

### **3.38 Safety Measures**

a) The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then confirm to the rules and regulations of the Railways.

b) The Contractor shall abide by all railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.

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- c) The contractor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to staff and/or damage to equipment, does not occur.

3.39 The Contractor shall indemnify and save harmless the RDSO against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the RDSO by reason of any act or commission of the Contractor, his agents or employees, in the execution of the works or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the RDSO without reason or reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

### 3.40 Final Settlement and Refund of Security Deposit

- a) After 60 days of expiry of the Contract period and issue of the certificate for final and satisfactory completion of the works, the Security Deposit will be refunded to the Contractor, subject to the conditions laid down in clause (b) below.
- b) It is an agreed term of the contract that the RDSO reserves to itself the right to carry out a post payment audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to him if as a result of such examination any overpayment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.
- c) The initial security deposit shall, however, be liable to be forfeited in case of any breach by the Contractor of any of the conditions of the contract or for non-completion of the full contract without prejudice to other rights and remedies of the subscriber whether specifically provided for herein or otherwise.

3.42 The Contractor shall comply with the provisions of Payment of Wages Act of all employees employed by him in carrying out this contract.

### 3.43 Special Instructions to the Tenderers

- i) The subscriber or the Administration shall not be responsible for any loss; damage or deterioration of the contractor's materials supplied at site and/or installed in the building, by whatsoever reason it may be, until and unless the same are duly handed over to the local installation in charge.
- ii) The contractor shall be responsible for any damage or loss to the subscriber or the Administration or of the materials of the buildings and shall be liable to pay the costs of such loss or damage occurred during the execution of the contract work.
- iii) False statement made deliberately will make the tender liable to be rejected.

3.44 **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

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shall within a week from the commencement thereof notify the same in writing to the RDSO with reasonably evidence thereof. If the force-majeure conditions (s) mentioned above in force for a period of 90 days (ninety days) days or more at any time the 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) days' 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.

**3.45 Termination of the contract:** RDSO Administration shall have the rights to terminate the contract any time without assigning any reason during the currency by giving one-month notice to the contractor in writing.

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**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-**

**( to be submitted at the time of Agreement - DULY NOTARIZED)**

1. I/We hereby confirm and declare that my/our firm/company \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ has never been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc.
4. I/We hereby confirm and declare that my/our firm/company \_\_\_\_\_ 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 nonperformance.
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.
8. 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 8 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