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**Government of India
Ministry of Railways**

**Tender Document for the Work of
“Cleaning contract and associated services of
Engine Development Directorate for two years.”**

WORKS TENDER No: RDSO/ED/9.41/2016/01
Tender to be opened on 15.09.2016 at 15:30 hrs.
No. of Pages including cover: 26 (Twenty Six)

**Engine Development Directorate
RESEARCH DESIGNS & STANDARDS ORGANISATION
(Govt. of India - Ministry of Railways)
Manak Nagar, Lucknow – 226 011**

Estimated cost of Work : Rs. 17,85,496/-
Cost of Tender Document : Rs. 2,000/-
Earnest Money : Rs. 35,710/-

PREAMBLE TO TENDER

1. Tender papers are not transferable.
2. **Description and location of the Organisation:** Research Designs & Standards Organisation (RDSO) is under Ministry of Railways and is situated at Manak Nagar, Lucknow-226 011. This organisation is engaged in Research, Design & Standardisation works in various Railway disciplines.
3. **Site of Work:** Engine Development Directorate, RDSO, Manak Nagar, Lucknow – 226 011.
4. **Scope of work:** The work of “Cleaning Contract and associated services of Engine Development Directorate, RDSO, Manak Nagar, Lucknow”. The details of works to be executed under the Scope are given in Chapter III of Tender Documents.
5. **Contract Period:** The Contract Period will be **02 (Two) Years** from the Date of Signing the Contract Agreement.
6. **Last date for submission and opening of tenders:**
 - I. The Tender will be opened on 15.09.2016 at 15:30 hrs in the presence of Finance Member and Executive member of RDSO. Any Authorized Representative of the firm may present at the time of tender opening.
 - II. In case of any reason the office is closed on the date on which the tender is scheduled to open as mentioned herein this will be opened at the same time on next working day.
 - III. The Tender shall be submitted in a sealed cover in blue Colour Tender Box placed in the RPF post near TEN office before or on 15.09.2016 up to 14:30 hrs and shall be addressed to Director/Engine Development, RDSO, Manak Nagar, Lucknow-226011 with Full Name and Address of the Tenderer written on the bottom left of the cover.
 - IV. Tenders not received in time will not be considered at all. The RDSO Administration does not take any responsibility on account of delay, loss or misdelivery of the Tender Documents sent by post.
7. Telegraphic bids will not be accepted under any circumstances.
8. **Earnest Money:** The Tenderer is required to deposit an Earnest Money of Rs. Rs.35,710/- (Rupees Thirty Five Thousand Seven Hundred and Ten only) in favour of **Executive Director, Finance, RDSO, Lucknow**.
9. For the Tender documents down loaded from the web site www.rdso.indianrailways.gov.in.
 - a) The cost of bid document Rs.2000/-, is to be submitted in the form of Demand Draft in favour of **Executive Director, Finance, RDSO, Lucknow** at the time of submission of tender. This shall be submitted separately and in addition to the Earnest Money.
 - b) Bidder will give a certificate as per Annexure-IV of tender document.

PART- I

GENERAL INSTRUCTIONS TO TENDERERS

1.1 The Tender is non-transferable.

1.2 Preamble to the Tender Papers, Instructions to the Tenderers, Conditions of Tendering, Conditions of Contract, Prices and Payment and Forms of Tenders included herein shall be read as part referred to as the "Tender Papers".

1.3 The submission of the Tender shall be deemed to have been done on the basis of tender papers and after careful study and examination of the tender Papers with a full understanding of the implications thereof.

1.4 The Tender consists of four Parts:

- Part I - General Instructions to Tenderers.
- Part II- General Conditions of Contract
- Part III- Special Conditions of the Contract
- Part IV- Scope of Work.

1.5 The intending Tenderer is advised to study the Tender papers carefully. The submission of the Tender shall be deemed to have been done after careful study and examination of the Tender papers with a full understanding of the implications thereof.

1.6 All information in the Tender must be in Hindi or English. Information in any other language must be accompanied by its authenticated translation in English. In the event of any discrepancy between a Tender in a language other than English and its English translation, the English translation will prevail.

1.7 The Tender shall be either typewritten or hand written neatly in indelible ink and corrections, if any, attested by the individual signing the Tender. The authority filling the Tender shall put the signature on each page of Tender Document as well as on all enclosed documents with the Tender Document.

1.8 Any Individual(s) signing the Tender or other Documents connected therewith should specify whether he is signing:

- i.** As Sole Proprietor of the concern or as Attorney of the Sole Proprietor;
 - ii.** As Partner or Partners of the Firm;
 - iii.** As a Director, Manager or Secretary in the case of Limited Company Rule authorised by a Resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association. In the case of a Firm not registered under the Indian Partnership Act, all the partners or the Attorney duly authorises by all of them should sign the Tender and all other connected Documents.
- 1.8.1** Requisite Power of Attorney or such other documents empowering the individual or individuals to sign should be furnished to R.D.S.O. for verification, if required.
- 1.8.2** R.D.S.O. will not be bound by any Power of Attorney granted by the Tenderer or by changes in the composition of the Firm made subsequent to the execution of the Contract, if any. However, it may recognise such Power of Attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the Contractor.
- 1.8.3** Clarifications required by the Tenderers may be obtained from Director/ ENGINE DEVELOPMENT DIRECTORATE RDSO, Lucknow-226011.
- 1.8.4** Tenders sent by Registered Post shall be with due acknowledgement. The RDSO Administration does not take any responsibility on account of delay, loss or misdelivery of the Tender Documents sent by Post.
- 1.8.5** The Tenderer shall state in the Tender his Postal Address & telephone No., fully and clearly. Any communication sent in time to the Tenderer by Post at his said address shall be deemed to have reached the Tenderer duly in time. Important Documents will be sent by Registered Post.

- 1.8.6** The Tender Document can be purchased by depositing a Demand Draft of Rs 2000/-in favour of Executive Director (Finance), RDSO, Lucknow from Director/ ENGINE DEVELOPMENT DIRECTORATE RDSO, Lucknow on any Working Day from 9:00 hrs to 17:00 hrs.
- 1.8.7** For the Tender Documents downloaded from the Website: The cost of Bid Documents (Rs.2000/-) is to be submitted in the form demand Draft in favour of ‘Executive Director, Finance, RDSO, Lucknow’ at the time of submission of the Tender. This shall be submitted separately and in addition to the Earnest Money.
- 1.8.8** R.D.S.O. will not be responsible for the loss of Tender Documents/delay in Postal transit.

1.9 Tenderer’s Credentials:

The Tenderer shall furnish documentary evidence in support of the following:

- a) Financial capacity and capability of firm:
 - i) Copy of Permanent Account Number
 - ii) Audited balance sheets and/ or certificates in regards to the turn over duly certified by the Chartered Accountant etc., for the last three years and in the current financial year.
- b) He is an experienced and established contractor who has undertaken similar works, and has adequate technical knowledge and practical experience in this specific field.
- c) He should enclose the documentary proof of his past three years experience in similar works undertaken in reputed organizations and current works in hand.
- d) He has adequate facilities likes consumables, non-consumables or any Machine required for undertaking the work.
- e) Registration under shops and commercial establishment etc. from labour Department for employing Contract Labour.
- f) The bidder company should be registered with PF & ESIC authorities.
- g) The bidder company should be registered with service tax (Central Board of Excise & customs) as per Govt. Rule.
- h) The bidder company should submit satisfactory completion certificate of the works from the organisation where he worked.
- i) The tenderers are required to submit the documents related to the tender credentials mentioned above along with the signed & sealed tender document on each page only and no documents shall be allowed after submission of the tender documents.

2.0 General Instructions:

- 2.1** RDSO attaches utmost importance to realistic and timely deliveries and completion of the work. The basic consideration and the essence of the contract shall be the strict adherence to the stipulated time frame and proper quality of maintenance.
- 2.2** The Tenderer shall keep his Offer open for acceptance for a minimum period of 180 days from the Date of Opening of the Tender.
- 2.3** The Contract will be for a period of Two (2) years from the Date of signing the contract Agreement.
- 2.4** The service tax will be reimbursed to the contractor on production of the proof of payment of the same to government of India by the firm.
- 2.5** The payment to the labourers should be done through bank as per minimum wage act by the firm and bank statement will be treated as the proof of payment, PF & ESIC as per minimum wage act at the time of bill submission.

2.6 Earnest Money:

The Tenderer shall be required to deposit Earnest Money with the Tender for the due performance with the stipulation to keep the Tender open till such Date as specified in the Tender. The Earnest Money shall be of Rs.35,710/- (Rupees Thirty Five Thousand Seven Hundred and Ten only) [@2% of the Estimated Tender Value as indicated in the Tender Notice]. The Earnest Money shall be rounded to the nearest ten rupees. The Earnest Money of the Tenderer whose Tender is accepted shall be retained as part of the Security Deposit for the due fulfilment of the Contract.

- 2.7** The earnest money should be only in cash or demand drafts or Banker cheque executed by State Bank of India or any of the nationalized banks or by a scheduled Bank in favour of **‘Executive Director, Finance, RDSO, Lucknow’**. The cash may be deposited in the office of D.C.P.M., N. Rly., Charbagh, Lucknow and receipt be enclosed with the tender document at the time of submission of the tender.
- 2.8** No Interest shall be allowed on the Earnest Money.
- 2.9** The Earnest Money /Bid Guarantee is likely to be forfeited if the Tenderer withdraws commitments, impairs or derogates from the Tender in any respect within the period of his offer.
- 2.10 Security Deposit:** The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 2.10.1 Recovery of Security Deposit :** Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :
- Security Deposit for each work should be 5% of the contract value,
 - The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
 - Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then 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 all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal ‘No Claim Certificate’ from the contractor concerned should be obtained.

Note -

- After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

2.11 Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

- The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 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 penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of

issue of LOA. In case the contractor fails to submit the requisite PG 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 contractor shall be debarred from participating in re-tender 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 Bonds. 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 Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR 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 Guarantees 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 P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects 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 contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor 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.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance

Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

{Ref. : Item-1 to Railway Board's letter no. 2007/CE.I/CT/18 Pt.XII, dated 31.12.2010}

- 2.12** If Tender is accepted, Earnest Money mentioned in sub clause 2.6 above will be retained as part security for the due and faithful fulfilment of the Contract in terms of Clause 1.6 of the General Conditions of Contract. The Earnest Money of other Tenderers, shall save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 2.13** Under Section 194-C of the Income Tax Act, 1961, deduction of Income Tax @ 2.27% or whatever in vogue/applicable, will be made for sum paid for carrying out the Work under this Contract (or as per extend rule)
- 2.14** The Tender, when submitted, shall not constitute an Agreement and the Tenderer shall have no cause of action or claim against R.D.S.O. for rejection of his Offer. RDSO shall always be at liberty to reject or accept the offer at the own discretion and any such action will not be called into question and the Tenderer shall have no claims in that regard against RDSO.
- 2.15** When Acceptance is communicated by Telex, Telegram, Cable or Express Letter, formal Letter of Acceptance will be sent to the Tenderer as soon as possible. But the Cable/Telex or Express Letter should be deemed to cancel the Contract.
- 2.16** The successful Tenderer shall be required to execute one or more Agreements as necessary with President of India acting through Dir./ENGINE DEVELOPMENT DIRECTORATE RDSO as the case may be for carrying out the work as per agreed conditions.
- 2.17** The said contract is governed by Indian Railways General conditions of contract 2014 with all Amendments available on www.indianrailways.gov.in/railwayboard or www.google.co.in.
- 2.18** Tenderer may submit his tender documents duly signed and stamped on each page along with offer letter given as Annexure IV.

PART– II
GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

1.1 In these conditions of Contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **"R.D.S.O."** shall mean the President of the Republic of India working through the Director General, R.D.S.O.
- b) **"Director General"** shall mean the Officer in Administrative Charge of R.D.S.O.
- c) **"E.D."** shall mean the Officer in Charge of the Engine Development Directorate., R.D.S.O., Lucknow.
- d) **"ED"** shall mean the representative of Director General, RDSO of the Works and shall include the higher Officers of the Engine Development Directorate. of R.D.S.O. such as Dir.(SAG).
- e) **"Dir."** shall mean the officer in the ranks of SAG, SG, JAG in direct charge of the Works and shall include any ADE/ENGINE DEVELOPMENT DIRECTORATE.
- f) **"Specification"** shall mean the Technical Specifications outlined in these Documents as may be amplified added to or superseded by Specification, if any.
- g) **"Contractor"** shall mean the Person, Firm or Company, whether incorporated or not who enters into Contract with R.D.S.O. and shall include their successor (approved by R.D.S.O.), executors, administrators and permitted assigns as the case may be unless excluded by the terms of the Contract.
- h) **"Contract"** shall mean and include the Preamble and General Instructions, General Conditions of Contract, Special Conditions of Contract, Prices and Payment, Technical Specifications and other Conditions specified in the Tender, Advance Acceptance of Tender, Acceptance of Tender and formal Agreement, if executed.
- i) **"Contractor's Representative"** shall mean a person in Supervisory capacity who shall be so declared by the Contractor and who shall be authorised to receive materials issued by R.D.S.O. to the Contractor. He shall be responsible for proper execution of Works at each or all places and take orders from Engineer(s) and carry out the same.
- j) **"Equipment"** shall mean all or any Equipment required for the satisfactory operation as a whole of the installation.
- k) **"Materials"** shall mean all Equipment(s), components, Chemical, Disinfectants, Cleaning devices Fittings and other Materials required to complete the Work.
- l) **"Tenderer"** shall mean and include any Person, Firm or Company or Body Corporate or others who sublet the Tender, which has been invited.
- m) **"Work or Works"** shall mean all or any of the items of the Work for which the Tenderer/Contractor has tendered/ contracted according to the Specifications, Drawings and Annexure (here to annexed) to be implied therefrom or incidental there or be hereafter specified or required in such explanatory Instructions and Drawings being in conformity with the original Specifications, Drawings, Annexure and Schedules and also such Instructions and Drawings additional to the afore mentioned as may from time to time be issued by Director General/RDSO through Dir. during progress of the Contracted Work.
- n) **"Writing"** shall mean and include all matters written, Typewritten or printed either in whole or in Part.
- o) **"Constructional Equipment"** shall mean Appliances or things of whatever nature required for the execution, completion or repair under Guarantee/ Warranty of the Works but do not include Materials or other things intended to form or forming part of the permanent Work.
- p) **"Schedule of Rates"** shall mean the Schedule of Rates as annexed to the Contract Agreement or as amended there after in the manner provided for in the Contract.
- q) **"Site"** shall mean the lands and other places on, under, in or through which the Works are to be carried out and any other lands or places provided by R.D.S.O. for purpose of the Contract.
- r) **"Words"** importing the singular Number shall also include the plural and vice-versa where the context required. The headings and marginal headings in these General Conditions are solely for the

purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation of construction thereof or the Contract.

- 1.2** 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.
- 1.3** Law Governing the Contract: The Contract shall be governed by the Indian Railway Standard Conditions of Contract in force in the Republic of India.
- 1.4** 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.
- 1.5** 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.
- 1.6** 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.
- 1.7** Sales Tax: 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.
- 1.8** All Notices, Communications, References and Complaints made by the Director General, RDSO through ED or his representative or the Contractor concerning the Works shall be in writing and no Notice, Communication, Reference or Complaint not in writing shall be recognised.
- 1.9** The Contractor shall furnish to the Engineer the Name, Designation, and Address of his Authorised Agent 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 Agent 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.

2.0 Occupation of and Use of Land:

The Contractor without the permission of R.D.S.O shall occupy no Land belonging to or in the possession of R.D.S.O. The Contractor shall not use or allow to be used, the Site for any purpose other than that of execution of the Works.

2.1 Subletting of Contract:

The Contractor shall not assign or sublet the Contractor any part thereof or allow any Person to become interested therein in any manner whatsoever without the special permission of R.D.S.O.

2.2 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 Engineer. Orders given by the Engineer to the Agent shall be deemed to have the same force as if they had been given to the Contractor.

2.3 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 Engineer and if and whenever required by the Engineer, 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.

2.4 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.

2.5 Delays & Extension of time:

If in the opinion of the Engineer, 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 Engineer 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 Engineer or his authorised representatives or by any other causes which the Engineer 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.

2.6 Extension of Time on account of RDSO:

In event of any failure or delay by RDSO to hand over 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.

2.7 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.

2.8 Contractor's Understanding:

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.

2.9 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 Engineer any defect in such Work that renders it unsuitable for such proper execution and results.

3.0 Utilities:

Electricity and water needed in connection with operation related to Work will be supplied free of cost by RDSO.

3.1 Tools and Construction Equipment:

The Contractor shall provide at his cost all equipment(s), tools, tackles, consumables etc. Required for cleaning & sweeping works assigned under contract and will maintain it.

3.2 Any tools, tackles, vehicles, consumables etc. brought by the Contractor to the site in connection with his obligations under the Contract will be at his cost.

3.3 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.

3.4 Materials received for Work:

The Contractor shall utilise all materials procured specifically for the purpose of execution of Work or for supply of spares or other requirements. Any surplus materials left over at the end of Work shall not be disposed of without prior approval of RDSO in writing.

3.5 The Contractor shall make his own arrangements for loading or unloading of all his materials, at his depositor at Work-Site.

3.6 Clearance of Site on Completion:

On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and work clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the Works shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for such final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the Contractor, RDSO, shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials as property or in such a way as deemed fit and convenient to the Engineer.

3.7 No Claim Certificate:

After issue of the aforesaid "Acceptance Certificate" under Part II, Clause 2.4 the Contractor shall sign "No Claim Certificate" in favour of R.D.S.O. in such a form as shall be required by RDSO.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

4.0 VARIATIONS IN EXTENT OF CONTRACT

4.1 Modification to Contract to be in writing: 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 Railway 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 or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

4.2 Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor 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 for approved materials supplied against a specific order.

4.3 (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be Subject to this limit.

(ii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of GCC-2014 shall in no degree affect the validity of the contract; but shall be performed by the Contractor 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 amounts to be paid therefor 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 Sub-Clause (2) of GCC-2014 shall be paid for at the rates determined under Clause-39 GCC-2014.

4.4 Variations in Quantities during Execution of Works Contracts:

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 plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an 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 an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

- (i) Quantities operated in excess of 125% but upto 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 upto 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 agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior concurrence of Associate Finance of RDSO.
3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor 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 manner of quoting the rate (single percentage rate or individual item rate). Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 40
 7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
 8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
 9. For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.
 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.

PART –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 Engineer or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Engineer 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 Engineer or the Officer designated by the Engineer 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. 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.

11. ADHERENCE TO LABOUR LAWS & REGULATION

- (a) The Contractor shall pay to his Labour as per prevailing rates of minimum wages as revised by Ministry of Labour and Employment, Office of the chief Labour Commissioner (C), New Delhi from time to time. The proper and verifiable proof of making payment to the labour as per Minimum wages shall be submitted by the contractor along with the claim.
 - (b) Rate of Minimum wages for this tender has been taken as per Ministry of Labour & Employment, office of the chief Labour Commissioner (C), New Delhi.
 - (c) The rates shown in estimate are taken as base rate for estimation of value of work. if the tenderer quotes the rate below from the base rate of minimum wages, the tender shall liable to be rejected.
 - (d) For the payment of Difference, if any, contractor shall produce request and calculation sheet based on man-days worked in the given period for actual labour engaged in the work as per the record of Railways. The base rate will be the minimum wages prevailing on the date of opening of tender. The difference in minimum wages for the month to which the claim pertains and base rate will be admissible. If the minimum wages are revised downward, necessary deduction will be made.
 - (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 Contract.
12. 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.
 13. 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.
 14. 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 Engine Development Directorate., RDSO, Lucknow.
 15. 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.
 16. 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 unauthorised, maintenance of Wages Book, Wage Slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
 17. 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.
 18. 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.
19. 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.
 20. 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.
 21. 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.
 22. The Contractor shall further keep the official indemnified against any loss to the RDSO property and assets. The Engineer 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.
 23. 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.
 24. The 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.
 25. The Contractor will perform the above said duty of cleaning from 8:00 hrs. and should employ minimum Six(6) persons for full day up to 17:30 hrs. to complete the Cleaning Work of the Engine Development Directorate. Room and other should be cleaned by 08:30 hrs. daily. The Lunchtime will be 13:00 hrs. to 14:00 hrs.
 26. Consumables like Brooms, Swabbing Cloths, Phenyl, Soap, Detergent, disinfectants Acid etc or any special purpose Machine required for cleaning shall be arranged by the Tenderer.
 27. The administration reserves the right to discontinue the Cleaning 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.
 28. The Tenderer is advised to visit the site of Work for better appreciation of the quantum of Work involved. He can visit the Office any time from 09:30 hrs. to 1700 hrs. on any working day.
 29. The Tenderer shall quote his Rate on the Annexure III attached with the Tender Document.
 30. RDSO Administration is not bound to accept the lowest tender or undertake to assign reasons for declining to consider any particular Tender/Tenders.

PART- IV
SCOPE OF WORK

**Cleaning and Associated Services (Housekeeping) Contract of
Engine Development Directorate**

1. TIMINGS OF WORK:

Morning - 8.00 to 12.30 hrs.

Evening- 14.00 to 17.30 hrs

2. DAYS OF WORKING:

On all the working days ie. Monday to Friday

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

3. The Scope of Work shall be as follows:

- (a) The Contractor shall have to sweep and swab floor of the following area in Engine Development Directorate daily (all the Working days). Wet cleaning of above area in the Directorate is to be done twice in a month.
 - (i) All Rooms in the premises of Engine Development Directorate (Tables, Almirahs, Chairs, Cupboards)
 - (ii) All Corridors and Entrance Hall
 - (iii) Garages, Parking area, etc
 - (iv) All Labs in the premises of Engine Development Directorate
 - (v) Canteen
 - (vi) Security Check Post
 - (vii) All surroundings within the Engine Development Directorate
 - (viii) Approx. inside area of the directorate is 4000 sq. Meter and approx. surrounding area of the directorate to clean is 4000 sq. Meter.
- (b) The Contractor shall have to sweep and swab Workshop area, Test Bed area and Passage and remove all the scrap, swarf etc daily and do the Wet Cleaning with Water or Soap Water (as and when required).
- (c) The Contractor shall have to sweep and clean with water and then apply disinfectant in all the Toilets of Engine Development Directorate twice daily.
- (d) The Contractor shall have to sweep Roads inside the Campus of Engine Development Directorate daily.
- (e) The Contractor shall have to clean all the Drains, including Drains of the Engine Test Beds (as and when required/instructed).
- (f) The Contractor shall have to clean the Septic Tank situated in Engine Development Directorate (as and when required/instructed).
- (g) The Contractor shall have to clean the area around Ancillaries Support Services viz. Overhead Tanks, Cooling Tower(s), Cooling Water Tanks, Drain Tanks, Fuel day Tanks, Pump Rooms, Fuel Storage Area etc. daily.
- (h) The Contractor shall have to remove all the scrap, rubbish and refuse and dump it at specified place (as and when required/instructed).
- (i) The Contractor shall have to clean all the Window Panels/Panes and Grill(s) in Engine Development Directorate at least twice a week / as instructed.
- (j) The Contractor shall have to remove Cobwebs from all over the Building of the Directorate at least twice in a week.
- (k) The Contractor shall have to clean Matting in the Corridors and Carpet (as and when required/as instructed).
- (l) The Contractor shall have to sweep Roof of the Engine Test Beds and RCC raised Platform twice in a week or as instructed.

- (m) The Engine Development Directorate has an Emission Test Car (ETC) NR-8025. The Contractor shall arrange for to clean Emission Test Car (ETC) NR-8025 as and when required. The ETC is internally divided in four major areas named Generator Area, Gas Room, Equipment Room and Living Area, including small pantry. The contractor shall arrange to clean the above mentioned all areas including 02 (Two) nos. lavatories. During internal cleaning, the matts and carpets laid down inside ETC are to be vacuum cleaned. The flooring and walls to be cleaned with mops. The preferred location of cleaning may be RDSO Lucknow, but in case of few VIP visits, the cleaning may be required at Diesel Loco Shed Alambagh or 'Railway Station, Lucknow.
- (n) The contractor shall arrange minimum following cleaning material per month-

S.no	Material	Quantity	Unit
1.	Bleaching Powder	2	kg
2.	Lysol	2	Liters
3.	Plastic container for waste collection	2	Nos.
4.	Duster 4'x4'	12	Nos
5.	Duster 2'x2'	12	Nos.
6.	Glass duster	4	Pkts.
7.	Vim Powder	5	Kg
8.	Naphtha ball	1	Kg.
9.	Metal cleaner	1	Nos.
10.	Glass cleaner	4	Pkts.
11.	Odonil	12	Pcs.
12.	Room freshner	4	Nos.
13.	Toilet Brush	2	Liters
14.	Hit/Pest seal	2	Liters
15.	Acid	5	Liters.
16.	Plastic Mugs	2	Nos.
17.	Disposable Gloves	6	Nos.
18.	Plastic buckets	1	Nos.
19.	Wipers (small)	2	Nos.
20.	Dry Mop	1	Nos.
21.	Wet Mop	2	Nos.
22.	Brooms (heavy duty)	4	Nos.
23.	Brooms (light) Phool Jhadoo	6	Nos.
24.	Scented Phenyl	15	Liters
25.	Harpic (500 ml)	4	Nos.
26.	Scotch Brite	6	Nos.
27.	Plastic Zuna	2	Nos.
28.	Urinal Cube	2	Nos.
29.	Dust pan	2	Nos.

- (o) If any material required during the contract period which is not mentioned in the above list shall also be supplied by the contractor.
- (p) Firm is required to depute minimum 6 workers per day. In case of absentee, the deductions will be made from the running bills as per current wages by Ministry of Labour and Employment.
- (q) The Contractor shall arrange for cleaning of the Directorate on Saturday/Sunday and at the time of VIP Visit, if required. Any office material such as tables, almirah, chairs, cupboards etc. have to be arranged/rearranged in the office premises for any occasion/s etc.

4. Penalties

- a) 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.

- b) The Contractor shall at all times obey the lawful instructions given to him by the Director/ED 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.200/ per day subject to maximum of 10% of the monthly payment.
- c) Contractor's staff shall allowed to dispose off rubbish of ED Dte. Only with the permission and in presence of SSE/Incharge. In the non-compliance, contractor shall be penalized @ Rs. 500/- per place.
- d) The address & telephone/ mobile No. of the contractor/supervisor shall be given to the Railway Engineer or his representative. In case of non-response by contractor on telephone/mobile no's, penalty of 500/- Rs. Per day shall be imposed.
- e) 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

5. Payment Terms

- (a) Payment will be made on Monthly basis,
- (b) Payment shall be made on the submission of Bill (in Duplicate) to Director, Engine Development Directorate, 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 Director, Engine Development Directorate, for which proper Records shall be maintained.
- (c) The service tax will be reimbursed to the contractor on production of the proof of payment of the same to government of India by the firm.
- (d) The payment to the labourers should be done through bank as per minimum wage act by the firm and bank statement will be treated as the proof of payment at the time of bill submission
- (e) 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.

6. General Instructions:

- a) All staff deployed as per the conditions of the contract shall attend the office of Engine Development Dte. at 8.00 A.M. The reporting time can be changed by RDSO authorities & decision is final & binding upon the contractor. The physical attendance will be taken by SSE/ED or his authorized representative
- b) Proper work uniform will be supplied by the contractor to Staff. Without uniform, staff will not be allowed on duty.
- c) A logbook shall be maintained for all activities of cleaning work, which shall be signed jointly by SSE/ED and contractor's representative daily. No payment shall be made in absence of entries in the log book.
- d) The contractor will be paid monthly basis, based on log books. Measurement of the work noted by SSE/ED every day. The decision of the engineer in-charge in this regard shall be final & binding on the contractor.
- e) The rates quoted should be inclusive of all taxes Income-tax, Service Tax, conservancy charges etc. and any other taxes payable to Government or any other party and no extra payment will be made on this account.
- f) In the event of any damage or loss whatsoever caused to RDSO or Government property, Director/ Engine Development RDSO Lucknow or his representative shall be empowered to have the damage or losses repaired and recover the amount so spent as well as that due from the imposition penalties under various other clauses of the tender, from the amount to be paid to the contractor under this agreement from his security deposit.
- g) In case of dispute which may arise concerning the agreement or tender, the decision of the Director/Engine Development RDSO & Executive Director/Engine Development, RDSO shall be final & binding upon the contractor.

The list of documents to be submitted by the tenderer duly signed & sealed alongwith tender offer duly signed & sealed on each page:-

1. Demand draft/Pay order /Bankers cheque towards the cost of tender document in case tender documents are down loaded from website of RDSO.
2. Earnest Money in proper form.
3. Declaration regarding having adequate facilities likes consumables, non-consumables or any Machine required for undertaking the work.
4. Copy of Permanent Account Number (PAN) issued by income tax department.
5. Audited balance sheets and/ or certificates in regards to the turn over duly certified by the chartered Accountant etc., for the last three years and in the current financial year.
6. Documentary proof of his past three years experience of similar works undertaken in reputed organizations and current works in hand.
7. Copy of Registration under shops and commercial establishment etc. from labour Department for employing Contract Labour.
8. Copy of Registration with PF & ESIC authorities.
9. Copy of Registration with service tax (Central Board of Excise & customs) as per Govt. Rule.
10. The satisfactory works completion certificate from the organisation where he worked.
11. All the other authentic documents required in support of his/their credentials.

Annexure –I**SCHEDULE OF RATES AND QUANTITIES**

Name of Work: *“Cleaning and associated services of Engine Development Directorate RDSO, Lucknow for two years”* as per Part IV of tender document no. RDSO/ED/9.41/2016/01.

Date of opening of tender: 15.09.2016

Validity of the offer: 180 days from the opening of tender

Sl. No.	Description of Item	Total Amount (Rs.)
1.	<i>“Cleaning and associated services of Engine Development Directorate RDSO, Lucknow” for two years”</i> as per Part IV of tender document no. RDSO/ED/9.41/2016/01	

1. After completion of contract period, the contract may be extended further by Engine Development Directorate subject to the satisfactory performance by contractor.
2. The contractor is requested to quote rates in figure and words both. In case of discrepancy lowest of the either will be taken for the consideration.
3. The firm is requested to read all enclosed terms and conditions carefully before quoting rates.

Signature of Tenderer with seal and address

ANNEXURE - II

OFFER LETTER

From:

M/s _____

To

President of India,
Acting through the Addl. EX. Director (ENGINE
DEVELOPMENT DIRECTORATE)/RDSO.
RDSO, Manak Nagar,
Lucknow-226011.

Dear Sir,

Sub: Tender for _____

1. I/We _____ have read the instructions to Tenderers and conditions of Tendering and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of six months from the date fixed for opening the same and in default there of I/We will be liable for forfeiture of my/our earnest money deposit. I/We offer to do the work relating to “*Cleaning and associated services of Engine Development Directorate RDSO, Lucknow for two years*” as per Part IV of tender document no. RDSO/ED/9.41/2016/01 and hereby bind myself/ourselves to complete the work at the prices quoted in the attached Schedules of Prices. I/We also fully understand and hereby agree to abide by the General and Special Conditions of Contract and to carryout the work according to the specification for the present Contract as modified by this Tender.
2. I/We have deposited the Cash with the DCPM, Northern Railway, Charbagh, Lucknow the required sum of Rs. ----- as earnest money for this tender vide Receipt No ----- dated-----has been granted.

OR

I/We enclose a ----- from-----Bank, for a sum of Rs -----
-----as Earnest Money in respect of this Tender. The full value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

- a) I/We do not execute the Agreement within seven days after receipt of notice issued by the Railway that such Agreement is ready or.
 - b) I/We do not commence the work on the date stipulated in the approved Schedule of work.
3. Until a formal Agreement is prepared and executed, acceptance of this Tender shall constitute a 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.
 4. I/We have no retired engineer or retired Gazetted officer of the any of the Railways owned/ administered by the President of India.

OR

The list of required engineers or retired Gazetted Officers who are associated with me/us enclosed as an enclosure to this offer letter.

Yours faithfully,

Signature of the Tenderer

SEAL OF THE TENDERER

Place _____

Date _____

Witnessed by _____

1. Signature

Name in Block Capitals _____

Address _____

2. Signature

Name in Block Capitals _____

Address _____

ANNEXURE-III

DEVIATION FROM THE TENDER PAPERS

Para No.	Deviations offered	Reason for the Deviation of the Tender Papers
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ANNEXURE-IV

“I/We certify that I/we have checked the down loaded Bid Documents along with the Application Form with the Bid Documents available on-line at **http: \\ www. rdso. Indianrailways.gov.in** and there is no discrepancy/variation/printing mistake and it is further certified that no alteration/modification has been made in the Bid Documents and the Application Form. I/We accept the entire responsibility of ensuring that this Application Form along with other Documents is as per original Documents available on Website is mine/ours. I/We also agree that if anything contrary is found the decision of RDSO Administration will be final and binding on me/us.”

Signature of Tenderer with seal