

SOUTH CENTRAL RAILWAY
SIGNAL & TELECOMMUNICATION WORKSHOPS
WORKS CONTRACT
TENDER FORM

TENDER NOTICE NO AND DATE	03/S&T/MFT/Wet Cleaning/2015-16, dt. 30.03.2016
NAME OF THE WORK	Outsourcing of cleaning and maintenance of Toilets, Water Closets, Urinals, Wash Basins, and Washing Points and cleaning of Roads/Pathways at S&T Workshop, Mettuguda, Secunderabad-17
NAME OF THE TENDERER TO WHOM THE TENDER FORM IS ISSUED & ADDRESS	
VALUE OF THE CONTRACT	Rs.2,44,106/-
EARNEST MONEY DEPOSIT	Rs. 4885/-
LAST DATE OF ISSUE OF TENDER DOCUMENTS IN PERSON	06.05.2016
LAST DATE OF ISSUE OF TENDER DOCUMENTS BY POST	02.05.2016
LAST DATE AND TIME FOR RECEIPT OF TENDER	09.05.2016 up to 15.00 hrs
DATE AND TIME OF OPENING TENDER	09.05.2016 at 15.30 hrs
PLACE OF OPENING OF TENDER	Office of the Dy.CSTE(s), S&T Workshops, Mettuguda, Secunderabad.
COMPLETION PERIOD	12 months
VALIDITY OF TENDER	120 Days (from the date of opening of tender)
<p>A. Details of Tenderer</p> <p>i. Name of the Tenderer</p> <p>ii. Age of Tenderer:</p> <p>iii. Father's Name</p> <p>iv. Bank A/C No. _____</p> <p>v. Name of the Bank _____</p> <p>vi. Bank's Specific Code No. _____ (Managing partner in case of partnership firm)</p> <p>vii. Contact No.</p> <p>B. Cost of the Tender Form.</p> <p>i. DD/CR No _____ date _____ for Rs. _____</p> <p>ii. Full Address of issuing bank</p> <p>C. EMD details</p> <p>(i) DD/FDE/RCR No _____ Date _____</p>	
Cost of Tender form by Person Rs.1000/-	Cost of Tender form by post Rs.1500/-

Dy.CSTE(S)/S&T/MFT

NOTE TO TENDERERS

- i. The Tenders forms are available for sale in the Office of Dy.CSTE (Shops) Signal & Telecom Workshops, Mettuguda, Secunderabad – 500 017 and also in S.C. Railway Web site.
- ii. Tender conditions / other particulars are available in the Tender documents on South central railway website
- iii. The railway reserves the right to cancel the tender without assigning any reason thereto.
- iv. **VENUE:** Tender documents, duly completed in all respects shall be dropped in the Tender Box kept for the purpose at Office of the Dy.CSTE(Shops), Signal & Telecommunications workshops, Mettuguda, Secunderabad – 500 017 (or) may be sent by post to Dy.CSTE(Shops). Railway is not responsible for any delay in transit or loss of Tender form sent / received by post.
- v. If the date of opening happens to be a holiday, the tenders will be opened on the next working day.

Visit our site at <http://www.scr.indianrailways.gov.in/>

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CHECK LIST

1.	Earnest Money Deposit
2.	Tender Form with all sheets
3.	Confirmation of Technical / Special Conditions
4.	List of deviations if any
5.	Valid income tax clearance certificate / attested certificate from the employer / Audited balance sheet certified by Chartered Accountant etc for total contract amount received.
6.	Experience certificate with credentials
7.	Signature of tenderer in all pages of the tender form.

Instructions for submission of Tender documents by downloading from Website

- a) Tender schedules are also available on web site as an attachment to the Tender Notice and the same can be down loaded and used as tender document for submitting the offer. However, the cost of tender document as indicated on the cover page and in the Tender Notice has to be deposited by the Tenderer in the form of a bank draft payable in favour of Dy. FA&CAO/WS/LGD, S.C. Railway, or original money receipt obtained from Chief Cashier (Pay), S.C.Railway, Secunderabad or any Station Master/Station Superintendent on S.C. Railway along with the Tender document. This should be paid separately and not clubbed with the Earnest Money Deposit. If tenderers down load tender documents from Website and do not enclose proper value towards the cost of tender form, their tender shall be considered as invalid.
- b) Tenderers are free to down load the tender document from the website at their own risk and cost for the purpose of perusal and to use the same as tender document, if so desired for submitting their offer. If the offer of any tenderer who has submitted the Tender document down loaded from the website is accepted, the contract agreement will be prepared based on the master copy of the document and will be binding on the contractor. The Railway does not own any responsibility for any alteration/omission in the contents of the Tender form uploaded on the web site. No claim on this account will be entertained.
- c) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- d) The prospective tenderers are advised to visit website <http://tenders.gov.in>. before one week to the date of tender opening to note any changes/corrigenda for any tender.
- e) e)Warning: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.

1. ELIGIBILITY CRITERIA: Nil

- 1.2 Documents regarding previous experience, similar work handled in various organization and any other information may be enclosed for better appreciation.
- 1.1 Post Tender correspondence shall not be entertained. Railway shall not call for any clarification regarding the credentials from the contractor(s) after the tender is opened.

SIGNATURE OF TENDERER(S)

TENDER

To
The President of India
Acting through the Chief Signal & Telecom Engineer,
Dy.CSTE(Shops)/S&T/MFT
South Central Railway

- a) I/We----- have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my / our Earnest Money". I/ We offer to do the work for South Central Railway, at the rates quoted in the attached schedule and hereby bind myself /ourselves to complete the work in all respects within the time period stipulated in the enclosed Schedule from the date of issue of letter of acceptance of the tender.
- b) I / We also hereby agree to abide by the General Conditions of Contract corrected with the latest printed/advance correction slips and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications and the South Central Railway Works Hand Book Part III corrected with the latest printed / advance correction slips, sanitary works Hand Book corrected with the latest printed/advance correction slips, Schedule of Rates corrected with the latest Printed/advance correction slips for the present contract.
- c) A sum of rupees as notified in the Tender Notice and on the cover page of this Tender booklet is herewith forwarded as earnest money deposit. The full value of earnest money shall stand forfeited without prejudice to any other rights or remedies in case my/our Tender is accepted and if :-
- d) I/ we do not execute the contract documents within 7 (Seven) days after receipt of notice issued by the Railway that such documents are ready, and
- e) I /We do not commence the work within fifteen days after receipt of orders to that effect.
- f) 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.

SIGNATURE OF WITNESSES

1.

2.

Date:

SIGNATURE OF TENDERER

Address of the Tenderer (s)

ACCEPTANCE OF TENDER

I accept the tender and agree to pay the rates as per Standard Schedule of Rates _____ as corrected by and up to correction slip No _____ of _____ enhanced / diminished by _____ percent / at par in respect of schedule "A" and at the rates as entered in the schedule _____.

Dy.CSTE(s)/S&T/MFT
For and on behalf of the President of India.

Witness:

1.

Division _____

Date: _____

2.

FOR RAILWAY USE ONLY &
TENDER(S) NOT REQUIRED TO SIGN

SOUTH CENTRAL RAILWAY
AGREEMENT OF WORKS

- a) Contract Agreement No. _____ dated _____.
Articles of Agreement made this _____ between the President acting through Dy.Chief Signal & Telecommunication Engineer, S&T Workshops, Mettuguda, S.C.Railway, Secunderabad (herein after called the Railway) of one part and M/s. _____ their successor interest and/or their accredited agents (hereinafter called the "Contractor") on the other part.
- b) Whereas the Contractor has agreed with Railway for carrying out the work on the South Central Railway as set forth in the Schedules Annexed up on the General conditions of the Contract and the special conditions and whereas the performance of the said work in an act in which the public are interested.
- c) And Whereas Contractor has deposited a sum of Rs. _____ towards the Earnest Money, which amount has been adjusted towards the Security Deposit of Rs. _____, the balance having been agreed to, to be recovered at 10%(calculation) from his running bills, the Security Deposit now fixed is as per rules in force, subject to alteration according to increase or decrease in force subject to alteration according to increase or decrease in the value of the agreement as determined from time to time.
- d) Now this indenture witnesseth that in consideration of the payment to be made by the Railway, the Contractor will duly perform the above said work and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said conditions of the contract within the time schedule as detailed in the special conditions of the contract. He shall also guarantee the satisfactory working of the contract and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), and the Railway hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof, the amount due in respect thereof at the rates specified in the Scheduled hereto annexed.
- e) It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the Contract shall be as a binding upon the Contractor and up on the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.
- f) In witness there of the parties hereto have set their hands the day and year first above written.

Dy.CSTE, S&T WORKSHOP, METTUGUDA

CONTRACTOR

PART- I

Regulations for Tender and Contract for the Guidance of Tenderers / contractors for
Cleaning work, S&T workshop, Mettuguda, Secunderabad

DEFINITIONS

1. In these regulations for tenders and contract the following terms shall have the meanings assigned here-under except where the context other-wise requires:-

- a) 'Railway' shall mean the President of the Republic of India or the Administrative Officers of the South Central Railway or of the successor Railway authorized to invite tenders and enter into contracts for works on his behalf.
- b) 'General Manager' shall mean the Officer in Administrative In charge of the whole of South Central Railway and shall mean and include their successors, of the successor Railway.
- c) 'Chief Signal & Telecommunication Engineer' shall mean the Officer-In-charge of the S&T Department of the South Central Railway and shall mean and include their successors, of the successor Railway.
- d) 'Dy.Chief Signal & Telecommunication Engineer' shall mean the officer incharge of the S&T Workshop, Mettuguda, Secunderabad of South Central Railway.
- e) "Engineer/executor" shall mean the Divisional/Deputy Chief Signal & telecommunication Engineer/executor or the executive Engineer/executor in executive charge of the works and shall include the superior officer of the S&T Dept. of the South Central Railway i.e. the Dy. CSTE/executor/Chief Engineer/executor/Chief Engineer/executor (Construction)-in-Chief, Signal & Telecommunication Engineer/executor, etc and shall mean and include the Engineer/executor of the successor Railway.
- f) 'PE' shall mean the 'Production Engineer' and shall mean and include the successors, of the successor Railway.
- g) 'Tenderers' shall mean the person/the firm or company who tenders for the works with a view to execute the works on contract with the Railway and shall include their personnel representatives, successors and permitted assignees.
- h) 'Works' shall mean the works contemplated in the drawing and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.
- j) 'Specifications' shall mean the specifications for materials and works, South Central Railway, issued under the authority of the DyCSTE/Shops or as amplified added to or superseded by special specifications if any, appended to the Tender Form.
- k) Words importing the singular number shall also include the plural and vice versa where the context requires.
- l) These regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the tender forms.

2. RATE: RATE TO INCLUDE ALL TAXES AND CHARGES:

The rate should be quoted in figures as well as in words in the enclosed tender quotation form. Rate quoted by tenderer shall be inclusive of all taxes levied by Central Government, State Government, and Municipal Corporations, Local or any other bodies. Any increase in the rate of taxes, if any, during the contractual period will also be deemed to have been included in the quoted rate. Breakup of rates is also to be given as per format of Tender Quotation form. This should be treated as mandatory. Rate(s) should be quoted in Indian Currency only.

3. FORFEITURE OF EARNEST MONEY:

Earnest money deposited by the successful tenderer will be forfeited if the tenderer resiles from his/her/their offer or modifies the terms and conditions thereof in a manner not acceptable to the Railway within the stipulated period of validity of offer. If the successful tenderer fails to execute the agreement or start the work within the stipulated period, or as may be stipulated in the letter of acceptance, the entire earnest money shall be liable to be forfeited to the Railways. Earnest money is liable to be forfeited in cases where any of the statements/declarations/information made by the tenderer is proved wrong/false/incomplete or such as to withhold any information relevant for consideration of the tender.

4. REFUND OF EARNEST MONEY:

The amount of earnest money will be refunded to the un-successful tenderers after finalization of the tender. The earnest money deposited by the successful tenderer, will be adjusted against security deposit.

5. RIGHT OF THE RAILWAY TO DEAL WITH TENDER:

The authority for the acceptance of the tender will rest with the Indian Railway. It shall not be obligatory on the said authority to accept lowest tender or any other tender and no tenderer(s) shall demand neither any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject such tender at any stage. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage. If the tenderers(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

6. SALES TAX / VAT:

The contractor has to give credit of input tax credits, if any, to Railways duly reducing the rates.

7. CREDENTIAL OF THE TENDERER:

7.1 Particulars of similar contract, if any, handled by the tenderer previously with Government or semi Government Concerned should be attached with the tender document, quoting its money value. Credential of this nature is essential.

7.2 Documents testifying tenderers previous experience and financial status should be produced along with the tender or when desired by competent Authority of this Railway. Tenderer(s) who has/have not carried out any work so far on this Railway and who is/are nor borne on the approved list of the contractors of this Railway should submit along with his/her/their tender credentials to establish. His/her/their capacities to carryout the works satisfactorily. His/her/their financial status

supported by bank reference and other documents. Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works.

8. SUBMISSION OF TENDER:

Tender must be enclosed in a sealed cover, super scribing the tender number and must be sent by registered post to "The Dy Chief Signal & Telecommunication Engineer, S&T Workshop, Mettuguda, Secunderabad-500017" so as to reach this office by due date and time or deposited in the special box allotted for the purpose in the office of S&T Workshop, Mettuguda, Secunderabad-500017.

All tender documents i.e. instructions to the tenderer, if any, terms and conditions, Schedule of works, tender quotation form etc., supplied to the tenderer along with tender form should be submitted by the tenderer along with his/her/their tender duly signed with office seal on all pages. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.

9. EXECUTION OF CONTRACT DOCUMENTS:

The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the S&T Workshop, Mettuguda, Secunderabad, South Central Railway for carrying out the work according to General Conditions of Contract, special conditions/specifications.

10. PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC:

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concerned. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway 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. It may, however recognize such Power of Attorney and changes after obtaining proper legal advise, the cost of which will be chargeable to the contractor. The names and addresses of all the partners of the firm must be mentioned in the tender form and the tender shall be signed by all of them or by their duly authorized representative/agent. Tenderer is required to submit documents such as affidavit, memorandum of articles of Association, as applicable, of the company etc., for verification of his/her/their business status by the Railways.

11. EMPLOYMENT/PARTNERSHIP ETC., OF RETIRED RAILWAY EMPLOYEES:

Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not in the department of any of the Railways owned and administered by the president of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted officer from the said service and in case where such Engineer or Officer had not retired from government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer,

duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. (b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative (s) or in the case of partnership firm or company of contractors one or more of his share holders (s) or a relative (s) of the share holder (s) employed in gazetted capacity in the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause 62 of the General Conditions of Contract.

12. RESTRICTIONS ON THE EMPLOYMENT OF RETIRED ENGINEERS OF RAILWAY SERVICES WITHIN TWO YEARS OF THEIR RETIREMENT:

The Contractor shall not employ a retired Government Engineer or Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the president and if the contractor is found to have contravened this provision, it will constitute breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his security deposit.

13. TENDER TO BE SIGNED BY AUTHORIZED PERSONS:

The tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the tenderer. Any individual or individuals signing the tender document or other documents connected with shall specify whether he is signing the said documents, as a sole proprietor of a firm or as an Attorney of a sole proprietor OR as a partner of a partnership firm, OR as a director, manager or secretary of a limited company duly authorized by a resolution passed by the Board of Directors or in pursuance to the authority conferred by the memorandum of association. In case of a firm not registered under the Indian partnership act, all the partners or the Attorney duly authorize by all of them shall sign the tender document and all other concerned documents. A certified copy of partnership deed shall invariably be submitted along with the tender document in case of the partnership firm. Requisite Power of Attorney or such other documents empowering individual or individuals to sign the tender documents shall be furnished, in original, along with the tender.

It should also be noted that if aforesaid documents were not endorsed along with the tender document, the tender would be treated as having been submitted by individual signing the tender document. The Railway shall not be bound by any Power of Attorney granted by tenderer or by changes in the composition of the firm made subsequent to execution of the contract agreement. It may, however, recognize such Power of Attorney and changes after obtaining legal advice to the satisfaction of the Railway; the cost of which shall be born by the tenderer.

14. TENDERER'S POSTAL ADDRESS:

Tenderer shall state in the tender, his postal address fully and clearly in the tender form as contained in the tender document. Any communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important document shall be sent by registered post.

15. CHANGE OF ADDRESS OF TENDERER:

Tenderer shall keep the Railway informed the changes in postal address during the currency of the tender in his own interest.

16. VALIDITY OF OFFER:

The tenderer has to keep his offer open/valid for 120 days from the date of opening of the tender and within this period tenderer shall not be entitled to withdraw or modify the offer. If any tenderer shows resilience or modifies his/her/their tender within the validity period of offer, the entire earnest money deposited by him/them will be forfeited by the Rly. Canceling his/her/their tender.

17. ALTERATION IN QUANTUM OF ORDER:

The competent authority of Railway Administration reserves the right to increase or decrease the quantity by 25% on order at any time during execution of the contract without assigning any reason thereof and Railway Administration shall not be liable in any manner what so ever to the tenderer for such increase/decrease if any.

18. EXTENSION OF TIME:

Extension of time is not normally granted but extension of time may be granted for special circumstances at the discretion of the Railway Administration.

19. TESTIMONIALS:

Documents testifying previous experience financial status and ability to execute the work should be produced along with the tender or when desired by competent authority of the Railway. Tenderers are required to submit documents detailed here under for evaluation of aforesaid credentials of the tenderer specially if the tenderer has not carried out any work so far on this Railway and who are not borne on the approved list of the contractor. In order to assess capability of tenderer to undertake the work under this tender, tenderer shall submit, along with the tender, particulars of all works awarded to him for execution during last three preceding years starting from the date of opening of the tender along with the tender document and irrespective of facts as to whether the same have been completed, or still in progress or were terminated. The Railway reserves the right to treat the tenderer as having no capability/credentials in absence of these details. Tenderer shall submit photocopies of the certificates and testimonials from the clients/departments to establish correctness of the data given by him and also certificates for satisfactory performance in completing such works. The Railway reserves the right to verify correctness of such data in such a manner as it consider fit and appropriate. Tenderer shall also submit list of court cases filed against and or Arbitrations in progress as demanded by him/her/them from the Railway or any other clients during the last five years preceding the date of opening of the tender ,if any.

20. INFORMATION RELATING TO TENDER:

Any information relating to tender may be obtained from the office of the S&T Workshop, Mettuguda, Secunderabad-500017 S.C.Railway on any working day during office hours.

21. TERMINATION OF CONTRACT :

- 21.1 The total quantum of contract may be reduced or revised per period or deferred to certain period within contractual time or terminated as the case may be. The Railway administration reserves the right to terminate the contract without assigning any reason.
- 21.2 Railway Administration may terminate the contract if any negligence is found on the part of contractor.
- 21.3 Railway Administration may terminate the contract agreement if the contractor fails to execute the work within seven days from the date execution of agreement 14 days from issue of letter of acceptance whichever is earlier.
- 21.4 The Administration may at any time by notice in writing determine the contract without compensation to the contractor in any of the following events.
 - a. If the contractor being an individual or of a firm, any partner thereof shall at

- any time be adjudged insolvent under Insolvency Act or if the firm be dissolved under the partnership Act or
- b. If the contractor is a company is wound up voluntarily or by order of a account
or
 - c. If the contractor is convicted or sentenced for any offence committed by him by the competent court of law. Provided always that such determination shall not prejudice any right of action
or remedy available to the administration under any other provision of law.
- 21.5 The termination shall be made and penalty shall be imposed in case of failure to perform its contractual work by the contractor according to the terms and conditions.
- 21.6 The tenderer(s) shall not take any advantage of any misinterpretation of the condition due to typing of any other error and is in doubt, shall bring it to the notice of the S&T Workshop, Mettuguda, Secunderabad-500017, South Central Railway, Lallaguda, Secunderabad without delay. In case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained`.
22. **ASSIGNMENT OR SUB-LETTING OF CONTRACT:**
The contractor shall not assign or sub-let the contract, wholly or in part thereof, or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract as per GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing for such cancellation, provided always that, execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted sub-letting of work by the contractor shall not establish any contractual relationship between the sub contractor and the Railway shall not relieve the contractor of any responsibility under the contract.
23. **LAW GOVERNING THE CONTRACT:**
The contract shall be governed by the law for the time being in force in the Republic of India.
24. **OPENING OF TENDER:**
The tender shall be opened in public at the date, time and place mentioned in the Tender document. However, the date and time of opening may be Deferred/ postponed and/or place may be changed at the discretion of the Railway, if circumstances so warrant. Tenderers present during opening shall sign the rate statement, which shall be prepared as a result of reading out above rates to the tenderers.
- 24.1 Any certificates, documents submitted after tender opening shall not be given any credit and shall not be considered.
- 24.2 The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
- 24.3 If the tenderers down load tender documents form Website and do not enclose proper value towards the cost of tender form their tender shall be considered as in valid.
25. **NEGOTIATION:**
- 25.1 The Railway reserves the right to enter in to negotiations with the lowest,

- valid, eligible and technically accepted tenderer (L-1) emerged after opening of the tender, at the sole discretion, before acceptance of the tender, in order to clarify special condition for reduction of rates and/or changes in scope of the work etc.
- 25.2 In case of a negotiation with tenderer be entered in to, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with the original tender.
- 25.3 If the tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender is cancelled. If a partner of a partnership firm expires after submission of the tender or after acceptance of the tender, the Railway shall deem such tender as cancelled, unless the firm retains in character.
- 25.4 The contract shall be governed by the special and General Conditions of Contract (GCC) with latest corrections, as applicable to the engineering department of South Central Railway.
- 25.5 Tender(s) containing erasures and/or alteration of the tender documents are liable to be rejected. Any corrections made by tenderer(s) in his/her/their entries must be attested by him/her/them.
26. **ACCEPTANCE OF TENDER:**
The final acceptance of tender shall rest with Railways who reserve the right to accept or reject or re tender without assigning any reason thereon.
27. **AGREEMENT:**
The successful tenderer shall have to execute an agreement (Form-A-II) with "The President of India" acting through the S&T Workshop, Mettuguda, Secunderabad S.C.Railway based on the accepted rate(s), terms and conditions, General Condition of Contract, Special Conditions/Specifications of work as well as materials annexed to the tender document. The contractor shall execute the agreement within 14 (Fourteen) days of receipt of letter of acceptance.
28. **ADDITIONAL SAFETY STIPULATIONS:**
The contractor shall not allow any road vehicle belonging to him or his supplier to ply in these Workshops except entering and egression of his/her/their materials and equipment only. The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to his/her/their equipment's & men and also damages to the Railway.
29. **REPORTING OF ACCIDENTS TO LABOUR:**
The successful tenderer shall comply all relevant statutes of Government including contract labour (Regulation and Abolition Act 1970, workmen's compensation act 1923, payment of wages act 1936 Minimum wages act 1984. Employees State Insurance Act, Provident Fund Act, Employment of children Act, Untouchability act and other Labour Laws, amended from time to time. The successful tenderer shall also submit indemnity to the Railway administration against any claims/liabilities under these Acts. The Railway Workshop is working under Factory Act; Hence the firm has to follow the rules of Factory Act.
- 29.1 The contractor shall indemnify and keep staff of MFT Workshop indemnified and harmless against all actions, suits, and claims. Demands, cost charges or

expenses arising in connection with any accident, death or injury sustained by any person/persons within the Railway premises due to the acts of omission in the contract irrespective of whether such liability arises under the Workman's Compensation Act or Fatal Accident Act or any other statute in force from time to time.

30. General:

30.1 SECURITY DEPOSIT:

The security deposits/rate of recovery / mode of recovery shall be as under:

- a) Security deposits that is to be recovered from the tenderer shall be 5 % of the contract value. shall be recovered from the progressive bill of the contractor @10% till it reaches 5% of the contract value , Security deposits will be recovered only from the running bills of the contract and no other mode such as Bank Guarantee , FD, etc.
- b) Security deposits shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall be normally be the authority who is competent to sign the contract. This competent authority is of the rank not lower than JA grade, a JA grade officer (concerned with the work) should issue certificate. The certificate, interalia, 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 Railway against the contract concerned. Before releasing the SD an unconditional and unequivocal no claim certificate from the contractor should be obtained.
- c) No interest will be payable upon the earnest money, security deposit or amounts payable to the contractor under the contract.
- d) The security deposit will be refunded on successful physical completion of work.
- e) The security deposit of the awarded contract shall be forfeited for the breach of any of the conditions of the contract, if the firm fails to execute the agreement bond or to start within a reasonable time (to be determined by the officer in-charge) after the notification of the acceptance of the contractor.

31.. PERFORMANCE GUARANTEE:

The successful tenderer should submit the performance guarantee and the procedure is outlined below:

- (a) The successful bidder should give a Performance Guarantee amounting to 5% of the contract value in any of the following forms:-
 - i) A deposit of Cash ,
 - ii) A irrevocable Bank Guarantee ,
 - iii) Govt. Securities including State Loan Bonds at 5% below the Market value
 - iv) Deposit Receipts, Pay Orders, Demand Drafts & Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Bank ;
 - v) Guarantee Bonds executed or Deposits Receipts by all Scheduled banks
 - vi) A Deposits in the Post Office Savings Bank;
 - vii) A Deposit in National Saving 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 which ever is less.
 - xii) Also FDR in favor of Dy.FA&CAO/WS/LGD, SC Railway, Secunderabad (free from any encumbrance) may be accepted

- (b) Time period for submission of performance guarantee:
The performance guarantee should be furnished by the successful contractor within 15 (fifteen) days from the date of issue of letter of acceptance but before signing of the agreement and should be valid up to 2 months after the expiry of the maintenance period.
 - (c) Performance Guarantee shall be released after satisfactory completion of the work and after completion of maintenance period is over. The procedure for releasing should be same as for security deposit.
 - (d) Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be en cashed and the balance work should be got done separately.
 - (e) The balance work shall be got done independently without risk and cost of the original contractor.
 - (f) The original 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 would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
32. NEFT is mandatory from 01.01.2008 .No Registration /Renewal of Firms will be granted with out NEFT system after 01.01.2008 .All payments after 01.04.2008 are being made only through NEFT/RTGS .Firms to keep the Mandate Forms along with their offer. Work order will not be issued with out Mandate Forms.(Annexure- V)
33. As per clause 64 (3) (a) of GCC , if the total value of the claims is less than Rs. 10 Lakhs, the Arbitral Tribunal shall consists of sole Arbitrator and if the value is more than Rs.10 Lakhs; the Tribunal shall consist of a panel of three gazetted Railway officers appointed by the General Manager.

Note:-

1. The Tenderer must visit the S&T Workshop, Mettuguda, Secunderabad and properly assess the work to be done before submitting the offer.
2. Tenderer shall have to quote compulsorily for all the items only in the proforma attached as Annexure-I

32. PAYMENT:

1. Payment will be done on monthly basis, on submission of certified bill as per the Railway norms. To arrange payment a bill comprising of charges separately per month will have to be submitted. In any case consolidated billing will not be accepted. The bill is to be submitted to the Senior Section Engineer/Progress who will in turn verify and submit to office of CWM/LGDS (Ch.OS/Expenditure) with a Daily inspection cum certificate sheet (Annexure-V). The Measurement book will be maintained by Senior Section Engineer/Progress. Payment will be made by Dy.FA&CAO/LGD after deducting the penalties if any and any taxes and dues as applicable.
2. The Railway will not make any payments for any such additional work carried out by the contractor without permission of the Railway's authorized representative.

3. Payments shall not be made for items of work/quantities not attended to or not done by the contractor.
4. Railways shall be entitled to deduct income tax and surcharge on income tax as applicable from time to time.
5. Contractor shall submit the following compliance certificate documents while raising the monthly bill
 - a) Measurement book as maintained by SSE/ R&D.
 - b) Daily inspection cum certificate sheet
 - c) Compliance with self-declaration and certification regarding the wages payment done to contract Labour for the bill claim month as per the provisions minimum wages Act 1948, and also complied all provisions of Contract Abolition & Regulation Act, 1970 and all applicable statutory laws in force.
6. On issue of the certificate for satisfactory completion of the work for agreed contract period, security deposit and performance guarantee will be refunded to the contractor after the date of full contractual work of all round, including extension of contractual period, if any, thereof.
7. The contract shall also be governed by the Indian Railway General Conditions of Contract. Wherever the special conditions are at variance with the General conditions of contract, the special conditions shall only prevail.

33. LABOUR:

33.1 Wages to Labour:

The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act 1948 hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road constructions or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this clause, still be deemed to be persons employed by the *Contractor*.

If any, money shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be money payable to the Railway by the Contractor and on failure by the Contractor to reply the Railway any money paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from any money due to accruing to the contractor under this or any other Contract with the Railways.

33.2 Provisions of payments of Wages Act:

The Contractor shall comply with provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor and any money which may be ordered to be paid by the Engineer shall be deemed to be money payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any money due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railways by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

33.3 Provisions of Contract labour (Regulation and Abolition) Act, 1970:

i) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the contract arising out of the resultant non execution of the work.

iii) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

iv) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

v) In every case in which , by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities require to be provided under the aforesaid Act and the rules to incur any expenditure on account of the contingent, liability at the Railway due to the contractor's failure to fulfill his statutory obligations so under aforesaid Act or the rules the Railway will

recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Railway under the section 20, sub-section (2) and section 2 , Sub-section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section(1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

33.4 Provision of Workmen's Compensation Act:

In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workmen directly or through petty contractor or sub-contractor employed by the contractor in execution the work, Railway will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Railway under section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway to the contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the contractor and up on his giving to Railway full security for all cost for which Railway might become liable in consequences of contesting such claim.

33.5. The contractor should meet all statutory requirements under different Central and State Govt. laws and rules including payment of wages to the contract laborers, deduction of PF dues as per rules, and making insurance of all employees so engaged by the contractor against risks of accidents etc.

33.6 The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.

33.7 Railway will not provide any medical facilities to the workers & supervisor engaged by contractor.

33.8. Contractor shall be solely responsible for taking care of their workers & supervisor against any accident or safety risk.

33.9. The contractor shall remain liable for theft of any Railway material by his workers. He must take necessary proceedings against each worker to prevent such occurrence and shall reimburse the cost of any stolen material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated by giving 7 days notice and the contractor shall be liable for the loss of damage suffered by the administration.

PART-II

. SCOPE OF WORK, SPECIFICATIONS & SPECIAL CONDITIONS OF TENDER

1. INTRODUCTION

S&T Workshop, of South Central Railway is located in Mettuguda which is approximately Two kilometers from Secunderabad Railway station and is spread over an area of 5 acres. There are about 400 workers working in this workshop. Through this tender it is proposed to get the various toilets/lavatories of the office and workshop to be kept clean and hygienic apart from cleaning/maintaining of Roads.

2. SCOPE OF WORK

The scope of work covers the “Wet cleaning of Water Closets, Urinals, Wash Basins, and Washing Points and cleaning of Roads/Pathways at S&T Workshop, Mettuguda, Secunderabad-17 ”.

However the general terms & conditions, instructions & guidelines for execution of the work are given below.

1. Period of contract is for one year.
2. The frequency and time of cleaning of toilets, urinal cubicles, water closets, wash basins, glazed tiles in and around lavatories and glazed tiles mounted on walls at drinking source is indicated in the ‘scope of work & specifications’.
3. Methodology of cleaning in general:
 - a) Water is to be initially used in sufficient quantities to clear urine, traces of night soil etc.
 - b) Chemicals of brands, approved by the DyCSTE/Shops/MFT or his authorized officer are only to be used to thoroughly clean the toilets etc. The cleaning materials, which will be used by the contractor, shall be biodegradable and should not do any harm to the users.
 - c) There shall not be any traces of urine or night soil after such cleaning and the surfaces so cleaned should be spot less.
 - d) Care should be taken to not to leave the chemicals used after cleaning. Sufficient water shall be used for this purpose.
 - e) Disinfectants like Phenyl, Naphthalene of approved brands only shall be used.
 - f) The disinfectants shall not be washed away with stagnated water to have more effect.
 - g) Naphthalene balls in sufficient quantity (at least 6 Nos. per day per urinal cubicle) at each of the urine cubicles and wash basins shall be used for locations from SI.No.1 to 25 of the scope of work in specifications.
4. The chemicals, disinfectants, naphthalene balls, brooms, brushes and any other items used for cleaning shall be approved by the Railway authorities. A room shall be provided by the Railway for storage of material but the security responsibility shall remain with the contractor.
5. After approving the above items, a stock of at least ten days, in sealed containers shall be kept in the custody of the representative nominated by DyCSTE/S/MFT. The equivalent number of empty containers of chemical used should be deposited by the contractor at the end of the month to the representative of Railway.
6. For daily cleaning, materials are to be drawn from the above stock only.
7. Proper records shall be maintained jointly by the contractor and the

- representative nominated by DyCSTE/Shops/MFT for accountal.
8. After carrying out the cleaning, all the work areas will be inspected by the Railway representative.
 9. Short falls, if any, as noticed by the Railway representative, in respect of cleanliness, odor etc., shall be brought to the notice of the contractor's representative.
 10. For this purpose, the contractor will nominate a supervisor who will report to the representative nominated by DyCSTE/Shops/MFT.
 11. On getting the feed back regarding cleanliness/complaints, the contractor shall clean the area again without any extra payment by Railways.
 12. After cleaning all the toilets, lavatory pans, commodes, urinals, floors and walls of toilets are to be thoroughly washed with water to remove any dirt, muck, bad smell etc., stains, oil, grease etc., shall be removed by applying acid, soap and miscellaneous cleaning agents. There should not be any muck, mud and stains leftover in the toilets any spot.
 13. The toilets shall be kept free of any cockroaches, rodents, mosquitoes etc., at times.
 14. Cleaning of toilets is to be carried out regularly without fail.
 15. No water stagnation should be seen in the toilets and around.
 16. Chocking/Jamming of toilets i.e water closets, urinal cubical and wash basins etc to be cleaned and remove the jammed particles /muck if any in side the drain pipe which are connected to pit/sump/auxiliary /main drainage pipe line system. And ensure that free flow of water inside the toilets with out any obstructions and water stagnation. Tenderer has to attend these drainage blocks work on daily basis.
 17. No inflammable materials, such as petroleum oil etc. shall be stored at working sites or at adjacent land without the approval of the Railway authorities. All due precautions shall be taken by the contractor.
 18. While executing the wet cleaning, wash basins, fittings, tiles and other Railway property should not get damaged by the contractor's workmen. In case of such incidents, such laws/damaged will have to be made good by the contractor at his own cost.
 19. All the staff should be provided with the cleaning materials like broom, hose pipes, buckets, mugs, wipers, scrubbing pans, scrubbing brush, etc. so the job of cleaning will be done to the satisfactory level. The consumable items required for undertaking the work shall be provided by the contractor at his own cost. Only water and electricity shall be provided free of cost by the Railway.
 20. Contractor shall ensure that the collected garbage/refuse should be dumped at locations nominated by the Railway. Contractor will maintain liaison with SSE/R&D for dumping of garbage at permitted locations only.
 21. The Contractor or his authorized representative will supervise the work as per schedule on all working days and get the compliance certificate from SSE/R&D daily. Final compliance certificate for the month will also be required to be obtained on the last working day of the month from SSE/R&D. A separate register to be maintained by contractor for this purpose. This register & all other records shall be open for inspection at all times.
 22. Sufficient numbers of staff (**minimum 4**) shall be deployed by the contractor from 07.00 A.M to 17.00 hours from Monday to Friday and 07.00 A.M to 11.45 A.M on Saturday, along with at least **one supervisor** at all the times during work execution. The supervisor shall be available to Railway administration "ON-CALL". He will ensure that work is carried out to the satisfaction of the Railway at all times. He shall also act as authorized representative of the contractor and shall take all decisions on behalf of the contractor. The

- attendance muster of staff will have to be got counter signed by the supervisor from Senior Section Engineer (R&D) of the workshop.
23. Sufficient quantity of chemicals/cleaning solvents shall be used for cleaning purpose.
 24. The proof of purchase of chemical from authorized dealer should be produced by the contractor as and when required. The chemical consumed by contractor on monthly basis should be specified in the end of the month.
 25. SSE/R&D for all shops and Ch.OS/Admn for main office building shall exercise supervision to ensure that the cleaning materials are actually used as per the scales for which the contractor shall co-operate.
 26. The work shop will open a Work Diary for the above contract for which the Contractor will indicate the details of the works carried out daily and it should be jointly certified by both SSE or his nominated representative and contractor's representative daily. The extracts of this workbook will form part of the monthly bill for verification. Additional records/registers if any should also be maintained and the details recorded as per the directions of Senior Section Engineer/R&D.
 27. During the execution of work, it is the responsibility of the contractor to see that chemical cleaning solution should not affect the glossiness of cleaning area.
 28. The porcelain and stainless steel wash basins and lavatory pans should be sparkling clean.
 29. The lavatory floor should be first scrubbed with hand brush & detergent and then washed.
 30. The European style commode should also be washed with suitable detergent and brushed. The plastic commode lid and seat and covers should be washed with detergent and hand brush and wiped dry.
 31. Disinfestations and pest control shall cover all the toilets as well as lavatories of workshop.
 32. All the glazed tiles shall be cleaned with detergent powder and wiped dry with duster, after removing the waste.
 33. Urinal cubicles shall also be cleaned in the same manner as European style commode.
 34. The rates quoted by the contractor should foresee and cater for any price hike etc. related to this contract. He will not be entitled for any revision of rates during the currency of contract.
 35. Railways shall be entitled to deduct income tax and surcharge on income tax as applicable from time to time.
 36. Prices shall remain firm throughout the contract period & no escalation on any ground will be given.
 37. The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt./Labour commissioner including payment of wages as per Govt. Rules.
 38. The contractor shall be responsible for supply of IDENTITY cards & uniforms with distinctive colour and arm badges duly numbered serially as 1,2,3 and so on to all the labourers engaged for the above work for easy identifications of the labourers during working hours. A sample of Identity card shall have to be submitted to DyCSTE/S/MFT for approval. No separate payment shall be admissible for Identity card & Uniform provided to employed labourers by Contractor. The persons so engaged by contractor should remain in uniform at all times & badge/ Identity card issued by contractor duly countersigned by Railway authority.
 39. The contractor shall furnish a list of manpower deployed by him along with full description, address etc. for this work prior to start of the work to the officer-in charge of this work at MFT and shall notify the changes there in from time to time.

40. The contractor shall get the character of all labourers under him verified by the Police department and shall pay the police verification fee failing which the administration shall have the right to get the character verified by the Police and recover all charges in connection therewith from the contractor. Photocopy of the Police Verification Report against all the labourers should be submitted to SSE/R&D nominated for this work execution for their record and future reference.
41. The persons so engaged by the contractor should be courteous, well mannered and well behaved. Railway reserves the right to ask the contractor to remove any person, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc. In such situation the contractor must remove and dismiss the concerned person and replace with a suitable person forthwith. The person so removed, must not be entertained by the contractor at the site of Railways.
42. That the contractor should meet all statutory requirements under different Central State Govt. laws and rules having bearing of law including payment of wages to the contract laborers, deduction of PF dues as per rules, and making insurance of all employees so engaged by the contractor against risks of accidents etc.
43. The contractor shall comply with the provision of payment of Wages act & rules made there under including amendment from time to time in respect of all persons under him in carrying out this work. The Railway administration will not be responsible under any circumstances for the payment of wages to the labourers or take any liability thereof. Any dispute arising out of non-payment of wages shall be sorted out by the contractor without affecting Administration in any way.
44. Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work in the MFT workshop premises and they do not create any nuisance or disturbances.
45. The Contractor will be responsible for the Compliance with the provision of hours of employment regulations in respect of the labourers employed by him in the manner decided upon by the appropriate authorities. The terms appropriate authority means central Govt. as laid down in rules in respect of hours of employment regulation 1951 and subsequent rules as issued from time to time by the state Govt.
46. The Contractor shall pay not less than the fair wage to the labourers engaged by him for above work. The fair wages being the wage including allowances as admissible as per extant rules. The labour wages and allowances shall not be less than that prescribed by any provisional law etc. The contractor shall keep a proper record for such payment etc. and submit a certificate every month.
47. In case the Railway administration considers that the payment to the workers of the contractor is objectionable as per rules, Railway administration shall have the power of effecting a change of system within a week from the date of notice in writing to that effect and in case of non-compliance with such notices, all payments to the contractor shall be withheld. A notice showing the rate of wages to be paid to contractors workers will be published by the contractor and exhibited prominently near the place of work and should be made assessable to all labourers employed by the contractor.
48. The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
49. Railway will not issue any Railway traveling pass, PTO etc. to the staff & supervisor engaged by contractor.
50. Railway will not provide any medical facilities to the staff & supervisor

- engaged by contractor.
- 51 Contractor shall be solely responsible for taking care of their staff & supervisor against any accident or safety risk.
 52. Contractor shall provide all the equipments, tools & safety gears for safe working at MFT premises.
 53. The contractor shall remain liable for theft of any Railway material by his staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any stolen material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated by giving 7 days notice and the contractor shall be liable for the loss of damage suffered by the administration.
 54. Any dispute arising out of contract shall be settled through arbitration as per provisions of the Arbitration & Conciliation act, 1996 (Act 26 of 1996).
 55. The delay in execution of work after the agreement/work order are finalized/issued for labour unrest, non-availability of man-power or any other reason shall not be accepted as an excuse for delay in execution of contract. In such a situation the Railway administration shall have the liberty to terminate the contract with due service of 7 days notice.
 56. Railway bears no responsibility for payment of any compensation to any contractor's workman in case of injury/death during work.
 57. The quality standard shall be maintained by the contractor strictly according to the schedule of work.
 58. The Railway will not make any payments for any such additional work carried out by the contractor without permission of the Railway's authorized representative. Nominated representative of MFT will do the Inspection & measurement.
 - 59 Payments shall not be made for items of work/quantities not attended to or not done by the contractor.
 - 60 Complete sweeping of roads & pathways, traversor and circulating area for 2533 Sq.mts once in a day is to be carried out. The above work is to be carried out from 07-00 a.m. to 08.30 a.m.
 61. Landscape/garden maintenance for 483 Sq.mtrs. One lawn mover shall be employed in addition to manual grass cutting, watering, de-weeding, regarding and application of pesticides and manures is to be carried out.
 - 62 The garbage, muck and the waste generated after cleaning the roads and pathways is to be collected at a specified place in the Workshop. This is to be disposed off to a nominated place nearer to the Workshop as suggested by this unit.

3. SCOPE OF WORK AND SPECIFICATIONS

The wet cleaning of Water Closets, Urinals, Wash Basins Washing Points etc.,and Cleaning/Maintenance of Roads/Pathways and Cleaning of Vehicle parking shed shall be carried out in the following areas on daily basis.

Sl. No.	Locations	Water Closet	Urinals	Wash Basins	Washing points	Lavatories with glazed tiles
1	Main Office	2	2	3	1	3
2	DyCSTE's Chamber	1	1	1	0	1
3	Meeting Hall	1	1	1	0	1
4	AWM's Chamber	1	0	1	0	1
5	RPF	1	0	1	0	1
6	Opp. To Fitting Shop	4	4	2	0	0
7	Black Smithy Shop	0	0	1	2	0
8	Tool Room	0	0	1	0	0
9	IPS Section	0	0	1	0	0
10	BPAC section	3	1	1	4	0
11	Revitting Shop	3	2	1	8	0
12	Adj to Electric Shop	1	0	0	1	3
13	Painting Shop	0	0	0	2	0
14	TRC	0	0	1	0	0
15	Millwright	0	0	0	3	0
16	Electroplating	0	0	0	1	0
17	Fitting Shop	0	0	1	1	0
18	Machine Shop	0	0	2	1	0
19	R&D	0	0	1	1	0
20	Block Instrument	0	0	1	1	0
21	Panel Section	1	2	0	0	0
22	Relay Section	1	1	2	0	0
23	Ladies Toilet	2	1	1	0	1
24	Ambulance	1	0	2	0	0
25	Opp.Revitting Shop	0	0	1	3	0
26	SCRMU, MFT Branch	0	1	1	0	0
27	SCRES, MFT Branch	0	1	1	0	0
		22	17	28	29	11

Frequency & timings of cleaning for various items should be as mentioned below:

Sl. No	Description	Frequency of cleaning	Timings
1	Urinal cubicles	Three times	08.30 AM to 09.15 AM 12.45 PM to 01.30 PM 03.45 PM to 04.30 PM
2	Water closets	Three times	09.15 AM to 10.15 AM 01.30 PM to 02.30PM 04.30 PM to 05.00 PM
3	Wash basins	Two times	11.30 AM to 12.00 noon 03.15 PM to 03.45 PM
4	Lavatories	Two times	10.15 AM to 11.00 AM 02.30 PM to 03.15PM
5	Glazed tiles mounted on walls at drinking source & Washing Places	One time	11.00 AM to 11.30 AM

The cleaning of roads/pathways and Vehicle parking shed is to be carried out in the Workshop at the following specified locations:

Sl.No.	Description	Area (in Sq.mtrs)
1	Cleaning of roads/pathways: DCOS/MFT to EOLB (old Moulding shop, Old ECPM shop to Electrical shop, between Rivetting and Gas cutting Sections, between Fitting, Blacksmithy & R&D Sections, RPF Gate No.1 to Ambulance room, RPF Gate No.2 to Block Instrument and Main Office, Main Entrance to Rivetting shop and Old Foundry shop to R&D Section (Daily)	2533.00
2	Vehicle Parking shed (weekly once)	985.00

SPECIFICATIONS OF EQUIPMENTS AND CONSUMABLES:

The contractor is advised to utilize following type of equipments using least possible of water and electricity to control expenditure.

1. Floor Mopper
The mop rubber shall be made of special type of sponge material (PVA) so as to absorb & retain at least 1 liter of water. The length of the handle shall be at least 1 meter & made of mild steel or aluminum.
2. Special cotton duster for glass cleaning If shall be made of Khadi cotton with a size of least 48 cms x 48 cms.
3. Jute Cotton Duster for wash basin cleaning. It shall be made of 100% cotton jute with a size of least 45 cms x 45 cms.

4. All the cleaning agents used for the contract shall be bio-degradable environment friendly so that it does not cause any harm to the users and the objects for which they are used. It shall follow all the mandatory international and national standards of chemicals. Some of the brand for different cleaning surfaces is suggested below.
 - Shall have excellent bio-degradability.
 - Should be phosphate free.
 - Should not be a combustible liquid according to the regulations governing combustible liquids.
 - The cleaning agents should preferably have near neutral PH value in used dilution. Should have soothing fragrance and smell.
5. PVC floor cleaning agent:
Preferred brands: Spiral (Johnson diversey) or sigla neutral of eco lab.
6. Ceramic toilet fittings cleaning agent:
Preferred brands: Taski R1/Taski R6 (Johnson diversey).
7. Glass cleaning agent:
Preferred brands: Taski R3 (Johnson diversey) or OC glass cleaner of eco lab or Collin.
8. Painted surface cleaning:
Preferred brands: Spiral (Johnson diversey) or equivalent of eco lab or collin or supermax (deep manufacturing company) or BACTAL "E" of luball products, Chennai.
8. Stain remover:
Stain remover of deep manufacturing company or similar.
9. Stainless steel polisher:
Preferred brands: Suma inox (Johnosn diversey) or chromol of eco lab or collin.
10. Disinfectant:
Preferred brands: Stride (Johnson diversey) or anti back of eco lab or collin or BACTAL "J" of luball products, Chennai.
11. Air freshner:
Preferred brands: Preferably water based Taski R5 or equal lent eco lab or any water based reputed brand.
12. All the equipment required for sweeping of the pathways, traversor and circulating areas like brooms, buckets, clothes items required for transportation of garbage is to be arranged by the Contractor by himself.

SPECIAL CONDITIONS:

- I.
 1. The tools and other accessories required will have to be arranged by the contractor.
 2. The DyCSTE/Shops/MFT with his authorized representatives shall have free access to inspect the work and performance of the contractor at all times.
 3. Electricity and water will be supplied by the Railways at free of cost.
- II. PENALTY:
 1. The days on which the minimum number of the staff are not available will be treated as absent and a penalty of RS.100/- per person will be deducted from the bills.
 2. In addition, a penalty of Rs.500/- per occasion shall be levied on the

- contractor if in the opinion of the DyCSTE/Shops or is authorized officer/officials any item of work has not been done satisfactorily or omitted or for any other lapse.
3. For any item of work not done the pro rata cost as worked out by the Railway may also be deducted from the contractor bills.
 4. To arrange payment a bill comprising of charges separately per month will have to be submitted. In any case consolidated billing will not be accepted.
 5. The bill is to be submitted to the senior section engineer, R&D who will in turn verify and submit to office of DyCSTE/S/MFT with a check sheet. The Measurement book will be maintained by SSE/R&D. Payment will be made after deducting the penalties if any and any taxes and dues as applicable.
 6. On issue of the certificate for satisfactory completion of the work, security deposit and performance guarantee will be refunded to the contractor after the date of full contractual work of all round, including extension of contractual period, if any, there of.
 7. The contract shall also be governed by the Indian Railway General Conditions of Contract. Wherever the special conditions are at variance with the General conditions of contract, the special conditions shall only prevail.

DyCSTE/Shops
S&T Workshop, Mettuguda,
S.C.Railway, SECUNDERABAD
For & on behalf of the President of India

SCHEDULEName of the Work:

Out sourcing of Cleaning & Maintenance of Toilets, Roads, pathways, Sweeping and cleaning of Vehicle parking area

Sl. No	Description	Unit	Qty	Cost per month (Rs)	Total cost per year (Rs)
1.	Water Closets	Nos	22	2077	24927
2	Urinals	do	17		
3	Wash Basins	do	28		
4	Washing Point	do	29		
5	Lavatories with glazed tiles	do	11		
6	Roads/ Pathways cleaning within the workshop	Sq. mtrs	2533	5000	60000
7	Sweeping and cleaning of Vehicle parking area (weekly once)	-do-	985	280.58	3367
8	Cleaning of staff canteen	-do-	382.23	12984.33	155812
Rupees Two lakhs forty four thousand one hundred and six only					2,44,106/-

Note: The description given in the schedule is not exhaustive but it gives rough idea about the nature of work.

Dy.CSTE(s)/S&T/MFT

SCHEDULE OF RATES AND QUANTITIES

Name and place of work:

Wet cleaning of Water Closets, Urinals, Wash Basins, and Washing Points and cleaning of Roads/Pathways, and Vehicle parking shed at S&T Workshop, Mettuguda, Secunderabad-17

Estimated cost:

Rs. (Rupees Three lakhs fifty eight thousand nine hundred and seventy nine only).

Schedule of approximate quantities and rates: -

Sl. No	Description	Unit	Qty	Cost per month (Rs)	Total cost per year (Rs)
1.	Water Closets	Nos	22	2077	24927
2	Urinals	do	17		
3	Wash Basins	do	28		
4	Washing Points	do	29		
5	Lavatories with glazed tiles	do	11		
6	Roads/ Pathways cleaning within the workshop	Sq. mtrs	2533	5000	60000
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8	Cleaning of staff canteen	-do-	382.23	12984.33	155812
Rupees Two lakhs Forty four thousand one hundred and six only					Rs.2,44,106/-

Note: Above rates are all inclusive of labour, materials and all other taxes/duties/levies etc.,

TENDERER'S OFFER:

Percentage of offer	In figures	In words
ON PAR/ABOVE / BELOW PAR (ON PAR / EXCESS / LESS)		

Note:

1) The tenderer should quote their percentage of offer in figures and words for the above total value of the schedule item covered under schedule. In case of discrepancy between figures & words, the rate quoted in words will be taken as final.

Example:

If the tenderer intended to quote their rates at par with the estimated total value, they have to write 'rates at par'.

If the tenderer intended to quote their rates at above with the estimated total value, they have to write "+" (Plus) _____percentage (percentage value).

If the tenderer intended to quote their rates below with the estimated total value, they have to write "-" (Minus) _____percentage (percentage value).

SIGNATURE OF THE TENDERER

ANNEXURE - VII

REVISED MODEL FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt----- (hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called "the said Agreement"), of Security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.------(Rupees-----only). We -----(indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of ----- (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.-----against any loss / damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We -----(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.-----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, -----(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----(Office/Department) Ministry of----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee, Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

5. We, -----(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said

contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) / Supplier(s).

7. We, -----(indicate the name of the bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: the----- day of ----- 2011 For -----
(indicate the name of the bank)

ANNEXURE- VIII

SOUTH CENTRAL RAILWAY

TENDER HALL ENTRY PASS

1. Pass No. :

2. Tender Notice No and Date :

Dated:

3. Name of the work :

4. Due Date and Time of opening :

5. Name of Authorized Representative :

6. Signature: _____

Attested By: _____

7. Name of Tenderer :

8. Signature: _____

9. Pass issuing Authority:

Signature: _____

Name : _____

Designation: DyCSTE(Shops)

S.C.RLY/Secunderabad

INSTRUCTIONS TO TENDERER (S)

On PRODUCING THIS PASS AT THE ENTRANCE OF THE Tender Hall premises, the tenderer or his

Authorized Representative will be permitted to enter the premises along with Driver and their vehicle.

In case the tenderer himself is not attending for submitting the tender schedule, he shall fill in the name of the Representative authorized by him at Sl.No.5. The Representative will sign against Sl.No.6.

At the entrance this pass shall be surrendered and in lieu a green entry permit will be issued by RPF duly taking signatures of the Tenderer or his Authorized Representative mentioning the Car / Vehicle

No. etc., with this authorization, the tenderer or his Representative will be permitted to remain within the premises of the Tender Hall till the tenders are opened and read out.

INSTRUCTIONS FOR OFFICIALS ISSUING TENDER SCHEDULE

Information at Sl.No.1,2,3,4,7&9 shall be filled up while issuing the tender schedule.

Pass No. at Sl.No.1 will be same as registered in the tender issuing register.

The name, signature and designation shall be recorded at Sl.No.9 while issuing the tender schedule.

At Sl.No.9, the relevant information shall be in the form of DRM against office of

ANNEXURE - IX

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM (NEW)

Sl. No	Description of Details	
1	Name of City	
2	Bank Code No	
3	Bank's Name	
4	Branch Address	
5	Branch Telephone /FaxNo.	
6	Supplier's /Contractor 's Account No.	
7	Type of Account	
8	IFSC code for NEFT	
9	IFSC code for RTGS	
10	Supplier's /Contractor 's name as per account	
11	Telephone No. of supplier/Contractor	
12	Supplier's /Contractor 's E	
13	Cell phone No. of supplier/Contractor	
14	Signature of supplier/Contractor with	
15	Address	
16	E-Mail ID	

Signature of the Contractor

Confirmed by Bank.

Enclosed a Copy of Crossed Cheque.