



IRPMU

INDIAN RAILWAYS PROJECT MANAGEMENT UNIT

SHIVAJI BRIDGE (IRCOT Complex),

NEW DELHI – 110 001

TENDER DOCUMENT

for

Cleaning/Dusting etc of the office & complex
of CAO/IRPMU, Shivaji Bridge, New Delhi.

for

Two years

Tender Notice No. IRPMU/S&T/2010/office cleaning/169 dated 08-06-2010.

Copy No.

Sold to M/s

Price Rs. 1000/-

By Post Rs. 1500/-

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TENDER NOTICE

E-mail address: **adm@irpmu.railnet.gov.in** Tel.: +91-11-2341 2260 /2341 2294
Fax: +91-11-2341 2556

Tender Notice No.: IRPMU/S&T/W/2010/Office Cleaning/169 Dated: 08/06/2010.

Chief Administrative Officer, Indian Railway Project Management Unit, New Delhi, for and on behalf of the President of India invites sealed Open tenders from the competent and experienced contractors having sufficient experience in similar work as per following details.

Name of Work:	Cleaning/Dusting of the office & complex of CAO/IRPMU, Shivaji Bridge, New Delhi.
Estimated Cost of work	Approx. Rs. 2,98,800/- (Rs. Two Lakh Ninety Eight Thousand Eight Hundred only)
Earnest Money	Rs. 5,980/- (Rupees Five Thousand Nine Hundred Eighty only)
Price of Tender Document (Non refundable): Forwarding Charges (if required by post / courier)	Rs. 1,000/- (Rupees One Thousand only) Rs 500.00 (Rupees Five Hundred only)
Completion Period:	02 years
Sale of Tender Documents	20/06/2010 to 19/07/2010 on working hours
Last Date / Time of Tender Receipt	20/07/2010 up to 14:30 Hrs
Tender Opening Date / Time	20/07/2010 at 15:00 Hrs. (If the date of opening happens to be a holiday, the tender will be opened on next working day at same time).
Place of Opening	In the office of CAO/IRPMU, IRCOT complex, Shivaji Bridge, New Delhi.
Validity of Offer	90 days from date of opening.

Tenders without Earnest Money will be summarily rejected.

Further particulars and tender form can be obtained from CAO/IRPMU, IRCOT complex, Shivaji Bridge, New Delhi on payment of Rs. 1,000/- or Rs. 1,500/- if required by post. The money should be deposited in the shape of demand draft from a Nationalized/Scheduled Indian Bank drawn in favour of Dy. FA & CAO / IRPMU, IRCOT complex, Shivaji Bridge, New Delhi. However IRPMU office will not be responsible for any delay. Cost of tender document is not refundable and tender document is not transferable.

Tender forms can also be downloaded from IRPMU's website www.irpmu.railnet.gov.in, NCR website www.ncr.railnet.gov.in & Govt. of India Portal www.tenders.gov.in. Tenders submitting downloaded tender document should submit cost of tender document as given above in the form of Pay Order / Demand Draft from a Nationalized/Scheduled Indian Bank drawn in favour of Dy. FA & CAO / IRPMU New Delhi along with bid.

(Lal Mani)

Dy. CSTE/HQ/IRPMU

IRCOT Complex, Shivaji Bridge,

New Delhi-110001

For and on behalf of the President of India

Copy to:

- 1- C.P.R.O. / NCR for publication of Tender Notice.
- 2- CSTE/NCR/ALD
- 3- FA & CAO/IRPMU for nomination of Official for opening the tender.
- 4- Notice Board/IRPMU
- 5- Notice Board/N.C. Rly. HQs office Allahabad.

SCHEDULE OF WORK

1.0 Name of Work: Cleaning/Dusting of CAO/IRPMU office Complex.

2.0 Scope of Work: Following daily cleaning work are involved.

In office complex of CAO/IRPMU (IRCOT, Building) Shivaji bridge , New Delhi. It should be ensured that office cleaning work be completed before the office opening time i.e. 9.30 a.m. daily.

3.0 Schedule of work

S.No	Description of works	Type of work	Rate per month	Amount for two years
1	12 Rooms/Halls ,Reception, switch room, JE/HQ office etc. of Ground floor	1) Tile flooring rooms cleaning /wet mopping. 2) Carpet flooring rooms dusting/vacuum cleaning. 3) Removal of cob-webs. 4) Dusting/cleaning of doors/windows & their glasses. 5) Cleaning of door mats. 1)Washing /cleaning/ wet mopping with water/acid/detergent/ phenyl etc.. 2) Removal of cob-webs. 3) Dusting/cleaning of doors/windows & their glasses. 4) Cleaning of door mats 1) Sweeping /cleaning. 2) Removal of cob-webs. 3) Dusting/cleaning of doors/windows & their glasses. 4)Cleaning of door mats 1) Sweeping /cleaning. 2) Removal of cob-webs. 3) Disposal of garbage.		
2	12 Rooms/Halls and 01 kitchen at 1 st floor			
3	11 Rooms/Halls site of water cooler at 2 nd floor.			
4	All rooms /Halls (14 nos.), galleries of 3 rd floor.			
5	Attached toilets (06nos.) and common Gents and ladies toilets.(02nos.) at ground floor.			
6	Attached toilets 01 no. and all common Gents and ladies toilets at 1 st floor.			
7	All common Gents and ladies toilets of 2 nd floor.			
8	All common Gents and ladies toilets of 3 rd floor.			
9	Porch and open area in front of office complex.			
10	Garages (10 nos.) ,Drivers room and verandah etc.			
11	Sewer lines /Drainage			
12	Roofs and all stair cases and others.			

Rates in words Rs-----

Total Cost in words Rs-----

I/We clearly understood that am/are not entitled for any other payment on any account whatsoever except at the quoted rates for fully completed works as per conditions.

Signature of Tenderer(s)

4.0 Terms and condtions

1. Condi
onal tender will also be summarily rejected.
2. The duration of contract will be for a period of two years which can be extended for a further period of an other one year.
3. All materials like brooms, pocha, juna, pat-brush, tile cleaners, harpic, Colin, wiper, buckets, dusters, liquid soap, nepthalene balls, acid, nirma powder, toilet soap, Cob-web remover etc. will be supplied by contractor.
4. Earnes
t Money Deposit (EMD) of successful bidder would be adjusted against 5% security deposit (SD).
5. Week-
wise materials required for cleaning should be kept with SE/JE/HQ prior to beginning of each week.
5. Monthly payment will be made after satisfactory completion of work in a month after producing of bill by contractor for payment.

Instruction to the Tenderers

1.0 Tender document consist of:

- (a) Tender Notice
- (b) Schedule of requirement (Annexure –A)
- (c) Instruction to the Tenderers
- (d) Special Conditions of the Contract
- (e) Forms

2.0 Local Conditions:

It will be imperative on each tenderer to fully acquaint him self with all the local conditions and factors which would have any effect on the performance of the contract and cost of the services required. The Railway shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule for rendering services after the offer is accepted by the Railway on account of any local condition or factors will be entertained.

3.0 Earnest money

- 3.1 The offer must be accompanied with a sum of Rs.5980/- (Rupees five Thousand nine hundred eighty only) as earnest money in the form of demand draft drawn in favour of Dy. FA&CAO/IRPMU, Shivaji bridge New Delhi payable at New Delhi. The earnest money shall be valid for 3 months from the date of opening of tender.

4.0 Submission of Tender.

- 4.1 Offer duly completed in all respect and signed on each page, accompanied with earnest money, credential documents and experience certificates etc, sealed in a envelop has to be submitted in the tender box up to 14:30 Hrs on 20/07/2010 in the office of Chief Administrative officer (CAO) /IRPMU (IRCOT Complex), Shivaji Bridge (Behind Shankar Market) New Delhi-110 001.
- 4.2 Tenderer shall submit his tender in sealed cover in the tender box up to the time and date indicated above. Tender shall be complete in all respects and duly signed on each page. The Original tender papers supplied from this office shall be returned duly signed on each page if tenderer submits his offer as a separate document their own.

5.0 Opening of Tender

- 5.1 The tender box will be sealed just after 14.30 Hrs on 20.07.2010 and tenders will be opened on same day at 15.00 Hrs by the representative of Executive and Accounts in the presence of participants who wants to be present in opening.

5.2 In case the intended date for opening of quotation is declared holiday, the quotations will be opened on the next working day at the same time.

6.0 Completion of Tender document

6.1 Month wise rate shall be quoted considering all the activities mentioned in schedule of work (Annexure-A).

6.2 Rates should be quoted in figures as well as in words. If there is variation in rates quoted in “Words & Figures” the rates quoted in words shall be taken as correct. If more than one or improper rates are tendered for the same item, tender is liable to be rejected.

6.3 Validity of Offer:

The tenderer shall keep the offer open for a minimum period of 03 months(90 days) from the date of the opening of the quotation. With in this period, the tenderer cannot withdraw his offer subject to the period specified is extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his earnest money deposit.

6.4 While the price quoted in the tender document are inclusive of all taxes i.e.local levies, service tax levied by any statutory authority, the Railway shall make any deduction towards tax on works contract if statutorily required to do so. The deducted tax on work contract shall be remitted to the concerned tax authority and the Railway shall in no way be responsible for any disputes between the tax authorities and the contractor in this regard.

6.5 Each page of tender papers is to be signed by the tenderer or such person/s on his/their behalf who is/are legally authorized to sign for him/them

6.6 Offer containing erasures and alterations/cuttings are liable to be rejected. Any correction made by the tenderer in his/their entries should be in ink and must be attested by him/them under full signature & date.

6.7 Additional conditions or stipulations, if any, may be indicated by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional quotation and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the Railway, shall form part of the contract.

6.8 Copies of current/similar contracts along with certificate from users towards Credentials & other documents if any must be submitted along with offer.

6.9 As a proof of experience/competence, the tenderer must have satisfactorily completed at least one work of similar nature in preceding three years.

6.10 Tenderer/s must submit along with his/their tender a statement showing similar works executed by him/them and also certificate from party with whom he/they have worked for the successful completion of his/their work.

7.0 SECURITY DEPOSIT & CONTRACT PERFORMANCE GUARANTEE

7.1 SECURITY DEPOSIT

- (i) Security deposit shall be 5% of the contract value
- (ii) The rate of recovery shall be @10% of the bill amount till the full security deposit is recovered.
- (iii) Security deposit will be recovered only from the running bill of the contract and no other mode of collecting S D as in the form of instruments like BG, FD etc shall be accepted towards Security Deposit.

Security deposit shall be returned to contractor after physical completion of the work as certified by the competent authority. The competent authority shall normally be authority that is competent to sign the contract. If this competent authority is of the rank lower than JAG, then a JAG officer (concerned with work) shall issue the certificate. The certificate, inter alia shall mention that the work has been completed in all respect and that all contractual obligation have been fulfilled by the contractor and that there is no dues from the contractor to Railways against that contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned shall be obtained.

7.2 PERFORMANCE GUARANTEE

On acceptance of the Letter of Acceptance of the tender from the Railway the successful tenderer within a period of 15 days deposit with the Dy FA&CAO, IRPMU, Shivaji Bridge New Delhi 110 001 an amount calculated as 5% of Contract value towards Payments of Performance Guarantee in any of the following forms:

- 1 Irrevocable Bank Guarantee
- 2 Government Securities including State Loan Bonds at 5% below the market value.
- 3 Deposit Receipts, Pay Orders, Demand Drafts & Guarantee Bonds of the State Bank of India or any of the Nationalized Banks.
- 5 Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks.
- 5 A Deposit in Post Office Saving Bank.
- 6 A Deposit in the National Saving Certificates
- 7 Twelve years National Defense certificates
- 8 Ten years Defense deposit
- 9 National Defense Bonds
- 10 Unit Trust Certificates at % below market value or at the face value which ever is less
- 11 FDR in f/o. Dy FA& CAO/IRPMU, IRCOT Complex, Shivaji Bridge, New Delhi (free from any encumbrance) may be accepted.

8.0 General Conditions.

- 8.1 All conditions of General Conditions of contract (GCC-May 1999) issued by the Railway Board shall also be applicable.

9.0 Terms and conditions

- 9.1 The agreement shall be effective from the date of issue of letter of Acceptance for a period of two years. The Service Contract can be extended on same rate, terms and conditions as specified in Special Conditions of Contract.

The firm shall intimate, one Delhi MTNL number & Mobile number on which service provider can be contacted for routine working and also be available after office hrs, on Holidays / Sundays.

10.0 Payment

- 10.1 Payment shall be made on monthly basis on submission of bills by the contractor after completion of rendering services for one month. Payment will be made after satisfactory performance certified by Railway work-in-charge, during each month of this contract. 2% income tax and applicable surcharge on it shall be deducted from each bill submitted by the firm or as applicable at the time of payment. Service Tax if any, applicable shall also be deducted from the firm's bill.
- 10.2 Payment will be made by Dy FA & CAO /IRPMU, Shivaji Bridge, New Delhi through account payee cheque in favour of Firm.
- 10.3 Contractor has to mention the name of his Banker and account No. along with the bill.

11.0 Railway's Responsibilities

- 11.1 The railway shall allow firm's authorized personnel full access to the work site.
- 11.2 After getting letter of acceptance contractors service manager has to visit IRPMU office complex and check the proper working site before taking into contract.

12.0 Firm's Responsibilities

- 12.1 Firm shall also comply with the Labour laws and Rules framed time to time by Central and State Governments.

13.0 Penalty Clause

In case of absent, misconduct or misbehavior by sanitation/ safai staff on any working day, penalty will be imposed @ 400/- per day . Penalty will be recovered from the dues of the contractor.

The executive control of the work shall be exercised by Dy CSTE/HQ/IRPMU, Shivaji Bridge, New Delhi or his authorized representative. The tenderer shall address all communication to him or any officer authorized by him on his behalf at the above address.

This is the entire agreement between the parties and no alternation or amendment is valid unless signed by a person duly authorized.

14.0 NON TRANSFERABILITY & NON REFUNDABILITY:

The tender document are non transferable. The cost of tender paper is not refundable.

15.0 ARBITRATION CLAUSE

- 15.1 All matters and differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Railway and the Railway shall within a period of 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by contractor in writing provided that matters on which provision has been made in of General conditions of Contract or in any clause of special conditions of contract shall be deemed as 'expected matters, and decision of Railway Authority, thereon shall be final and binding on the contractor provided further that 'expected matters' shall stand specifically excluded from the purview of arbitration clause and not be referred to arbitration.
- 15.2 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within a period of 120 days, then and in any such case, but except in any of the "acxcepted matter", the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to Arbitration.
- 15.3 The demand for arbitration shall specify the matter, which are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute (s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in reference.
- (a) The arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the Railway.
- (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief of remedy sought against each claim within a period of 30 days from the date of appointment of Arbitration Tribunal.

- (c) The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (d) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to delay in making it.
- (e) If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

Special Conditions of Contract

Name of work: Cleaning/Dusting etc of the office & complex of CAO/IRPMU, Shivaji Bridge, New Delhi.

1.0 Scope of work : The following works are involves in the work of cleaning/dusting of CAO/IRPMU Shivaji Bridge ,New Delhi office complex.

1.1 Covered Area

- (a) All rooms/Halls,toilets/urinals,galleries on ground,1st, 2nd,3rd floors respectively.
- (b) All stair cases of the office complex building.

1.2 Open Area

- (i) Porch
- (ii) Surrounding open portion in front of office complex and garages.
- (iii) Roof of the building.
- (iv) Cleaning of choked sewer pipe/line of office complex.

2.0 (a) Daily cleaning as per schedule

- (i) Sweeping, cleaning and dusting of floors ,walls and partitions etc.
- (ii) Dusting /cleaning of each doors/windows & their glasses.
- (iii) Dusting cleaning of door mats.
- (iv) Scrubbing of WCs/Indian toilets , urinals with detergent/acid .
- (v) Wet mopping of floors and toilets with phenyl/detergents.
- (vi) Scrubbing /cleaning of Washbasins by detergent/acid.
- (vii) cleaning of choked sewer lines /drainage of complex.

(b) Weekly cleaning

- (i) Carpet cleaning with vacuum cleaner .

- (ii) Removal of cob-webs.
- (iii) Cleaning of false ceiling /roofs.
- (iv) cleaning of choked sewer lines /drainage of complex.

3.0 Materials required for cleaning

All materials required for sweeping, cleaning, dusting etc. like brooms, pochha, juna, pot-brush, tile cleaner, harpic, colin, wiper, buckets, duster, liquid soap, naphthalene balls, acid, nirma, powder, toilet soap etc. will be supplied by contractor, no extra payment will be made for above items.

4.0 Number of staff

Contractor has to deploy at least two experienced safaiwala , who have to complete the cleaning work before office opening time i.e. 9.30 A.M. daily. At least one safaiwala shall be available in the office upto 17.00 hrs. Staffs deputed for above purpose by contractor will be on disposal of SE/JE/HQ/IRPMU.

5.0 Thorough cleaning work

Thorough cleaning work has to be done on every Saturday as mentioned in 2 (b) above.

6.0 Safai wala will avail **week rest** on week end i.e. on **Sunday**, but in any special office occasion they may be called on Sunday also.

7.0 **Duration of contract** will be for a period of **two years** which may be extended for a further period of one year.

8.0 The earnest money deposit (EMD) of successful bidder would be adjusted against the Security deposit (SD).The EMD of the remaining bidders would be refunded to them within one month of signing of contract with the successful bidder.

9.0 The rates are inclusive of all taxes and shall be governed by General Conditions of Contract 1999.

10.0 In case of any misconduct etc. committed by the contractor's safaiwala, IRPMU shall not deal with the person directly and the matter shall be reported to the agency. The agency will ensure replacement of the safaiwala with in 48 hrs.

11.0The agency will be fully responsible for observation of all relevant legislation to their employees as the minimum wages act, PF act and ESI act and will identify by IRPMU against any possible violation of any relevant legislation of the agency.

OFFER LETTER

**To
The President of India through
Chief Administrative Officer,
INDIAN RAILWAYS PROJECT MANAGEMENT UNIT,
North Central Railway,
IRCOT Complex, Shivaji Bridge,
NEW DELHI – 110 001.**

1. 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 shall be liable for forfeiture of my/our earnest money. I/We offer to render the services of **“Cleaning/Dusting etc of the office & complex of CAO/IRPMU, Shivaji Bridge, New Delhi,** as required on Monthly basis for the office of CAO/IRPMU, IRCOT Complex, North Central Railway, Shivaji Bridge, New Delhi.” at the rates quoted in the attached schedule of Rates & Quantities in Annexure-1 and hereby bind myself/ourselves to commence the work within 10 days from the date of issue of Letter of Acceptance of tender.
2. I/We also hereby agree to abide by the General and Special Conditions of Contract and to carry out the work according to the terms and conditions laid down by the Railway for the present contract.
3. A sum of Rs 5980/- (Rs. Five thousand nine hundred eighty only) is herewith forwarded as “Earnest Money”. 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,
 - a) I/We do not execute the contract agreement within 15 days after receipt of notice issued by the Railways that such documents are ready or
 - b) I/We do not commence the work within 10 days after receipt of orders to that effect or

- c) I/We resale from my/our office or modify the terms and conditions thereof in a manner not acceptable to the North Central Railway during a period of one year from the date of opening of tender.
- d) I/We do not submit a Performance Guarantee in the form of an irrevocable Bank Guarantee amounting to 5% of contract value as in the prescribed Performa attached, before signing the agreement which is normally 15 days after receipt of Letter of Acceptance.

Until a formal agreement is prepared and executed the 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 the Tenderer/s
Address of the Tenderer/s

.....
.....
.....

Date.....

Signature of Witnesses

- 1.
- 2.

AGREEMENT

An agreement made this**day of** between the President of India, acting in the premises through the Deputy Chief Signal & Telecom Engineer/IRPMU, North Central Railway or his successor of the Ministry of Railways, Railway Board (herein after referred to as "the Railway") of one part and Messers (herein after referred to as "Contractor") of the other part, a Firm (Status of the firm) being represented by (Name & Designation of the proprietor in case of sole proprietorship business or all the names and particulars in case of partnership firm etc.)

Whereas in response to a call for Tenders "**Cleaning/Dusting etc of the office & complex of CAO/IRPMU, Shivaji Bridge, New Delhi** " as required on Monthly basis for the office of CAO/IRPMU, IRCOT Complex, North Central Railway, Shivaji Bridge, New Delhi. As per copy of Letter of Acceptance No..... dated complete with enclosures at the accepted rates and agreed deviations from Tender Papers as per **Annexure-C** hereto and at an estimated contract value of Rs..... (Rupees only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the purchaser to the contractor provided for herein below the Contractor shall supply render the services as specified in SOR as per terms and conditions for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure-B and C hereto and upon such services perform to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure-C and in terms of provisions therein. In case if the Contractor is not a company incorporated under the Companies Act, 1956, the expression "Contractor" shall unless otherwise excluded by or repugnant to the subject or context mean and include each of the successors- in- interest, agents, nominees, servants, beneficiaries etc. If it is a Sole Proprietorship business, in addition to this, such expression Contractor will also include each of his heirs, executors, and legal representatives.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signature.

Signed and delivered at IRPMU/ NDLS
By Shri.....
for and on behalf of
M/s
the Contractor within named
in the presence of :

1. Signature
Date
Name in block Capitals
Address
2. Signature
Date
Name in block Capitals
Address

Signed and delivered at IRPMU/NDLS
for and on behalf of
the President of India
by Shri
(CAO/IRPMU or his successor)
Ministry of Railways (Railway Board)
in the presence of :

1. Signature
Date
Name in block Capitals
Address
2. Signature
Date
Name in block Capitals
Address

(Signature)

Dated:

Annexure -A : Tender Paper No.
Annexure -B : Firm's Tender Offer
Annexure -C : Letter of Acceptance of Tender

Complete with enclosures.

GUARANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of Appropriate value)

(To be used by approved Scheduled Banks)

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 No..... dated made between and for (herein after 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, or production of a Bank Guarantee for Rs..... (Rupees only), we (indicate the name of 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 or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the Government stating the amount is 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 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. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceedings 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 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 the Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

5. We further agree with
(Indicate the name of bank)

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 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 forebear or enforce any other 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 to the said Contractor(s) or for any forbearance, act or omission on the part of Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have no effect of so relieving us. We, further agree to acknowledge Governments right to extend time of performance of the Contractor from time to time and in case the guarantee extends beyond the period as indicated herein, the Government shall have the right to a fresh guarantee bond for the extended period.

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 lastly undertake not to revoke this
(Indicate the name of bank)

Guarantee during its currency except with the previous consent of the Government in writing.

Dated the day of200 for

.....
(Indicate the name of the bank)

End of Tender Document.

FORMS