



# रेलवे भर्ती बोर्ड, भोपाल

भारत सरकार, रेल मंत्रालय

RAILWAY RECRUITMENT BOARD, BHOPAL

Govt. of India (Ministry of Railway)

पूर्व रेलवे कॉलोनी, भोपाल-462053 फोन : 2746660, फैक्स: 0755-2746398

East Railway Colony, Bhopal-462053 Phone : 2746660 Fax : 0755-2746398

वेबसाइट - www.rrbhopal.gov.in, ई-मेल-rrbbpl-mp@nic.in



पत्रांक : रेभबो / भोपाल / निविदा / 2010,

दिनांक

25 / 01 / 2010

प्रति,

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

अध्यक्ष, रेलवे भर्ती बोर्ड, भोपाल, द्वारा भारत के राष्ट्रपति की ओर से व उनके लिये अनुभवी एवं प्रतिष्ठित ठेकेदारों से निम्नलिखित कार्य के लिये मोहरबन्द निविदाएं आमंत्रित करते हैं ।

कार्य का विवरण- रेलवे भर्ती बोर्ड, भोपाल में **दो वर्ष (730 दिन)** के लिये 24 घण्टे रेल सामग्री की सुरक्षा, कार्यालय में प्रवेश द्वार प्रबंधन तथा कार्यालय परिसर और आस-पास के क्षेत्र की साफ-सफाई एवं बागवानी तथा पौधों का रख-रखाव का अनुबंध ।

कार्य की अवधि - दो वर्ष (730 दिन)

अनुमानित लागत - रुपये 08,47,047 / - (रुपये आठ लाख सैंतालीस हजार एवं सैंतालीस मात्र)

बयाना राशि - रुपये 16,941 / - (रुपये सोलह हजार नौ सौ इकतालीस मात्र)

निविदा प्रपत्र का मूल्य (जो वापिस देय नहीं होगा) - रुपये 2,000 / - (रुपये दो हजार मात्र)

निविदा प्रपत्र दिनांक 16/02/2010 तक अपराह्न 14.00 से 16.00 बजे के मध्य किसी भी कार्यालयीन दिवस में इस कार्यालय से निर्धारित मूल्य रुपये 2,000 / - (रुपये दो हजार मात्र) का डिमांड ड्राफ्ट जो कि वरिष्ठ मंडल वित्त प्रबंधक, पश्चिम मध्य रेलवे, भोपाल के नाम से देय हो जमा कर प्राप्त किये जा सकता है या हमारी वेब साइट [www.rrbhopal.gov.in](http://www.rrbhopal.gov.in) से डाउन लोड किये जा सकते हैं । वेब साइट से लिये गये आवेदन पत्र के साथ, इसके मूल्य के रूप में रुपये 2,000 / - (रुपये दो हजार मात्र) का डिमांड ड्राफ्ट लगाना आवश्यक है जो उपरोक्तानुसार देय हो । इसमें केवल वे ही ठेकेदार आवेदन करें जिसे शासकीय या ख्यातिलब्ध प्रतिष्ठानों में समरूप कार्य सफलता पूर्वक करने का अनुभव हो ।

मोहरबन्द निविदा इस कार्यालय में रखे सील्ड बॉक्स में दिनांक 16/02/2010 को 16:15 बजे तक डाली जा सकती हैं जो उसी दिन 16:30 बजे खोली जायेगी । यदि किसी कारणवश निविदा खोली जाने वाली तिथि को अवकाश हो तो उस स्थिति में अगले कार्य दिवस पर निविदा खोली जायेगी ।

बिना बयाना राशि के या निर्धारित समय के बाद प्राप्त हुई निविदा पर विचार नहीं किया जायेगा एवं ऐसी निविदा रद्द कर दी जायेगी ।

उक्त निविदा को बिना किसी कारण बताये निरस्त करना, स्वीकार या अस्वीकार करना अथवा रद्द करना इत्यादि का अधिकार अध्यक्ष, रेलवे भर्ती बोर्ड, भोपाल के पास सुरक्षित है ।

कृते अध्यक्ष,  
रेलवे भर्ती बोर्ड, भोपाल



# **WEST CENTRAL RAILWAY**

## **RAILWAY RECRUITMENT BOARD BHOPAL**

### **TENDER FORM**

Name of Work: -

**RLY Bd's Authority No.88/CE-I/CT/I/Vol.II dt. 06.02.98**

#### **PART I**

#### **REGULATIONS FOR TENDERS AND CONTRACTS**

**PLEASE GO THROUGH FOLLOWING INSTRUCTIONS AND SUBMIT THE SAME DULY FILLED AND SIGNED WITH YOUR OFFER. PLEASE NOTE THAT OFFERS NOT ACCOMPANYING FOLLOWING PAGE DULY SIGNED ARE LIABLE TO BE REJECTED.**

**INSTRUCTIONS**

- 1) The tender document cost in acceptable form must accompany the offer otherwise the offer will be summarily rejected. The Tender document cost should be submitted through Crossed Demand Draft (Non refundable) in favour of Sr.DFM. West Central Railway, Bhopal.**
- 2) The Tenderer should note that no alteration must be done in downloaded tender documents. The tender documents alongwith corrigendums, if any, available at RRB/BPL only will be considered authorized version in case of any dispute / variation. It must be noted that the tenderers / firms who are found to be indulging in altering / adding or deleting the contents of tender documents, will be liable to face suitable action which could be removal from approved list / banning / suspension of business dealings etc. in addition to forfeiture of E.M.**
- 3) The advertised tenders are governed by Advertised Tender Document. Latest version of the same can be downloaded from the link available on the tender notice page on our website at <http://www.rrb.bpl.gov.in>. In addition, General Conditions of Contract 1999, the basic governing conditions document can also be downloaded from the same location.**
- 4) You are requested to kindly carefully go through the relevant instructions / conditions / requirements contained in Tender documents / General Conditions of Contract, as the case may be, before submitting the offer. Various conditions / instructions will be taken as read and agreed if not specifically indicated to be disagreed / deviated.**
- 5) Though all efforts have been made to ensure the correctness of all information in web version of tender documents. however administration disowns any responsibility regarding incorrectness / data corruption etc.**
- 6) In case of any dispute, the hard office copy of Tender Document shall be considered as final.**
- 7) With the existing system, it is not possible to keep record of the tenderer downloading the tender document. If there be any corrigendum/addendum to the NIT/tender document the same will be posted on the website and requirement of separate communication by post to the tenderer who have already downloaded the tender document will not be applicable to the tenderers using the tender document downloaded from the website. It will be the responsibility of tenderers downloading the tender documents to check time to time for corrigendum to the tender if any and submit their offer accordingly.**

Please sign and submit this page with the following declarations along with your offer. In absence of this the offer will be rejected without any reference.

**DECLARATION**

- a) I/We have read and understood the above instructions and hereby agree to abide by them.
- b) I/We am/are enclosing tender document cost Rs..... vide Demand Draft No. .... dated ..... issued by .....
- c) I/We am/are enclosing requisite Earnest Money of Rs..... vide Demand Draft/ Cash Receipt / FDR No..... Dated ..... issued by .....
- d) I/We have filled and signed the tender documents and the same are enclosed herewith.
- e) I/We declare that the information/Tender form downloaded is original and in the event of this being different from original Tender document, my tender form may be rejected by Railway Administration including forfeiture of E.M.
- f) **" Declaration by the tenderer for the tender document download**  
I/We hereby declare that I/We have downloaded the tendered document from RRB's website [www.rrbbhopal.gov.in](http://www.rrbbhopal.gov.in) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion and or no alteration to the content of the tender document".

**Signature and Seal of Tenderer Name**

**Capacity / Authority to sign**

**Full Address**

# REGULATIONS FOR TENDERS AND CONTRACTS

## FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR ENGINEERING WORKS

### MEANING OF TERMS

1.1 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 supersession by special conditions of contract and/or special specifications, if any annexed to the Tender forms.

1.2 **Definition:-** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:-

(a) **"Railway"** shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or the successor Railway authorised to deal with any matters which these presents are concerned on his behalf.

(b) **"General Manager"** shall mean the Officer incharge for the general Superintendence and control of the Railway and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

(c) **"Chief Engineer"** shall mean the Officer incharge of the Engineering Department of Central Railway and shall also include the Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer and Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.

(d) **"Divisional Railway Manager"** shall mean the Officer incharge of a Division of the Central Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

(e) **"Engineer"** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal and Telecommunication Engineer, Divisional Signal and Telecommunication Engineer (Construction), Divisional Electrical Engineer and Divisional Electrical Engineer (Construction), in executive charge of the works and shall include the superior officers of the Engineering, Signal and Telecommunication and electrical Department of Railway, i.e. Senior Divisional Engineer/Deputy Chief Engineer/ Chief Engineer (Construction), Senior Divisional Signal and Telecommunication Engineer/Deputy Chief Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer(Construction)/ and shall mean and include the Engineers of the Successor Railway.

(f) **"Tenderer"** shall mean the Person/the firm/co-operative or company whether in-corporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

(g) **"Limited Tenders"** shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) **"Open Tenders"** shall mean the tenders invited in open and public manner and with adequate notice.

Contractor

Chairman/RRB/Bhopal

(i) **"Works"** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.

(j) **"Specifications"** shall mean the specifications for Materials and works of the Central Railway as specified in Part III of the Works Hand Book issued under the authority of the Chief Engineer or as amplified added to or superseded by special specifications if any, appended to the Tender Forms.

(k) **"Schedule of Rates of the Central Railway"** shall mean the schedule of Rates issued under the authority of the Chief Engineer from time to time.

(l) **"Drawings"** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

2.1 **Application for Registration:-** Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list shall be revised periodically once in a year or so by giving wide publicity through advertisements, etc.

A Contractor including a contractor who is already on the approved list shall apply to the nearest General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager, Chief Engineer/Chief Engineer(Construction), Chief Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction) and Chief Electrical Engineer/Chief Electrical Engineer (Construction), furnishing particulars regarding:-

(a) his position as an independent contractor specifying Engineering Organisation available with details of Partners/Staff/Engineers employed with qualifications and experience;

(b) his capability to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and fully authorised agents;

(f) his financial position;

(g) authorised copy of the current Income-Tax Clearance Certificate.

2.2 An applicant shall clearly state the categories of works for which and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders, etc.

2.5 The list of approved contractors would be treated as confidential office record.

Contractor

Chairman/RRB/Bhopal

## TENDERS FOR WORKS

3. **Tender Form:-** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Anneuxre I. Tender Forms shall be issued on payment of the prescribed fees to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractor, will, on payment of the prescribed fees, be furnished with tender forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorised copy of the current Income Tax Clearance Certificate without which their tenders will not be considered.

4. **Omissions and Discrepancies:-** Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all the tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. **Earnest Money:-** The tenderer shall be required to deposit earnest money with the tender for the due performance of the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender, Anneuxre-I. The earnest money will be as under:-

Contract Value	Earnest Money for due performance of stipulation to keep the offer open till the date specified.
(i) For works upto Rs.5 Lakhs	2½% ad valorem subject to maximum of Rs.10,000/-
(ii) For works more than Rs.5 Lakhs but upto Rs.20 Lakhs	2% ad valorem subject to maximum of Rs.20,000/-
(iii) For works above Rs.20 Lakhs but upto Rs.50 Lakhs	1% ad valorem subject to maximum of Rs.35,000/-
(iv) For works above Rs.50 Lakhs	¾% ad valorem subject to maximum of Rs.50,000/-

(b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

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

(d) The Contractors approved for the works in various categories will have the option to deposit the Earnest Money for each individual works or furnish Standing Earnest Money at the rates indicated below:-

<b>Contract Value</b>	<b>Amount of lumpsum Earnest Money</b>
Upto Rs.5 lakhs	Rs.10,000/-
Above Rs.5 lakhs but upto Rs.20 lakhs	Rs.20,000/-
Above Rs.20 lakhs but upto Rs.50 lakhs	Rs.50,000/-
Above Rs.50 lakhs	Rs.1,00,000/-

(2) No part of this fixed lumpsum deposit as Earnest Money can be accounted against the Security Deposit. A contractor has to make on the acceptance of his tender and on execution of an agreement. It may however, be noted by the contractor that this Earnest Money deposited by them is available for forfeiture to the extent specified, in cases where they tender but due to any circumstances fail to keep the offer open for the period specified in the tender documents. The earnest money should be in cash or in any of the following forms:-

(i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalised banks. No confirmator advice from the Reserve Bank of India will be necessary.

(ii) Deposit receipt executed by the Scheduled banks (other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose. The Railway will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

(B) Standing or Permanent earnest money may be accepted in the following forms:-

I. A Deposit in cash

II. Government securities at 5% below the market value.

III. Deposit receipts or demand drafts of the Nationalised Bank.

IV. A deposit in the Post Office Saving Bank.

V. Twelve year National Defence Certificates.

VI. Ten Year Defence Deposits.

VII. National Defence Bonds

VIII. National Saving Certificates.

IX. Time Deposit Account which came into force on 16.3.1970 and notified under Ministry of Finance Notification No.F3(7)NS/70, dated 28.2.70.

X. IRFC Bonds.

Note:- (v) to (vii) These certificates/bonds may be accepted at their surrender value.

6. **Care in Submission of Tenders.** (a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause -37 of the General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.

When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorised to enter into commitments on their behalf.

(c) 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, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

7. **Right of Railway to deal with tender:-** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

## CONTRACT DOCUMENTS

8. **Execution of Contract Document:-** The tenderer whose tender is accepted shall be required to appear in person at the office of General manager/General Manager (Construction), Chief Administrative Officer(Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if a firm or corporation, a duly authorised representative shall so appear and execute the contract documents within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tender whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

9. **Form of Contract Document:-** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

(a) For zone contracts awarded on the basis of the percentage above or below the Schedule of Rate Central Railway for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure II During the currency of the zone contract, work orders as per specimen form Annexure III or IV for works not exceed Rs.10,000/- each shall be issued by the Divisional Railway Manager/Executive Engineer under the agreement for Zone contract.

(b) For contracts for specific works, valued at more than Rs.10,000/- the contract documents required to be executed by the tenderer whose tender is accepted shall be either an Agreement as per specimen form Annexure IV, or a work order as per specimen form Annexure V as may be prescribed by the Railway.

**ANNEXURE I  
WEST CENTRAL RAILWAY  
TENDER FORMS (FIRST SHEET)**

Tender No.....

Name of work:.....

.....

.....

To  
The President of India,  
Acting through the .....

.....

.....Railway.

I/We .....have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of ..... 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 ..... Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within .....months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected upto printed advance Correction Slip No. .... dated ..... and to carryout 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 ..... Railway Works Hand Book Part III corrected upto printed/advance correction slip No..... dated ..... Sanitary Works Hand Book corrected upto printed/advance Correction slip No. ....dated ..... Schedule of Rates corrected upto printed/advance Correction slip No..... dated ..... for the present contract.

3. A sum of ..... is herewith forwarded as Earnest Money. The full value the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-

(a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

Contractor

Chairman/RRB/Bhopal

4. Until a formal agreements prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modiciations, as may be mututlaly agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) .....

(2) .....

.....

Signature of Tenderer(s)

Date .....

Address of the Tenderer(s)

Contractor

Chairman/RRB/Bhopal

ANNEXURE I

**TENDER FORM (SECOND SHEET)**

1. Instructions to tenderers and conditions of tender.- The following documents form Part of Tender/Contract:-

(a) Tender forms -First Sheet and Second Sheet.

(b) Special conditions/Specifications (enclosed)

(c) Schedule of approximate quantities (enclosed)

(d) General conditions of contract and standard specifications for materials and works as laid down in Works Hand Book and Sanitary Works Hand Book of Central Railway, as amended/corrected upto correction slips mentioned in First sheet of Tender Form, copies of which can be seen in the office of ..... or obtained from the office of the Chief Engineer, Central Railway ..... on ..... payment of Rs...../- Rs...../- & Rs...../- respectively.

e) Schedule of Rates, Part I and II as amended/corrected upto correction slip as mentioned in First sheet of Tender sheet of tender form, copies of which be seen in the office of ..... or obtained from the Chief Engineer, ..... Railway on payment of Rs. .... & Rs..... respectively.

(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. **Drawings for the work.-** The Drawings for the work can be seen in the office of the ..... and/or Chief ..... at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings, (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his/their rates as a percentage above or below the schedule of Rates of the Central Railway ..... as ..... applicable to ..... Division except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.

4. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. The works are required to be completed within a period of .... month from the date of issue of acceptance letter.
6. **Earnest Money.-** (a) The tender must be accompanied by a sum of Rs..... as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and contracts for the guidance of the Engineers and contractos, failing which the tender will not be considered.

Contractor

Chairman/RRB/Bhopal

- 2 -

(b) The Tenderer(s) shall keep the offer open for a minimum period ....days from the date of opening of the Tender it is understood that the tender documents has been sold/issued to the Tenderer (s) and the Tenderer(s) is/are permitted to tender in consideration of the stipulation on his/thbeir part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resilt from his offer or modify the terms and conditions thereof in a manner not acceptable to the ..... of ..... Railway. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.

(c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfilment of the contract. This amount of Security Deposit shall be forfeited if the tenderers/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

(d) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time bu the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents of to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Right of the Railway to deal with tender.- The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

8. 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.

9. If the tenderer(s) expires 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 the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. **Income Tax Clearance Certificate.**- The tenderer(s) is/are required to produce alongwith his/their tender an authorised copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-Tax Officer to the effect that he has/they have no taxable income.

11. **Tenderer's Credentials:**- Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the Central Railway.

Tenderer(s) who has/have not carried out any work so far on this Railway and who is/are not berne on the approved list of the contractors of Central Railway should submit alongwith his/their tender credentials to establish.

(i) His Capacity to carryout the works satisfactorily.

(ii) His financial status supported by Bank reference and other documents.

(iii) Certificate duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with liltts of works carried out in the past.

Contractor

Chairman/RRB/Bhopal

- 3 -

12. Tender must be enclosed in a sealed cover, superscribed "Tender No..... and must be sent by registered post to the address of ..... Railway so as to reach his office not later than ..... hours on the ..... The tender will be opened at ..... hours on the same day. The tender papers will not be sold after ..... hours on .....

13 Non-compliance with any of the conditions setforth there in above is liable to result in the tender being rejected.

14. **Execution of Contract Documents.**-The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Central Railway for carryingout the work according to General Condtiions of contract, special conditions/specifications annexed to the tender and specifications for work and materials laid down in Works Hand Book Part III and Sanitary works Hand Book of Central Railway as amended/corrected upto correction slip mentioned in tender form (First Sheet).

15. **Partnership Deeds, Power of Attorney etc.**- The Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnerhsip concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of Partnership Deed alongwith the tender and authorisation to sign the tender documents on behalf of partnership firm if these documents are not enclosed alongwith 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 recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

16. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) shoulde submit alongwith the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, signing the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

17. **Employment/Partnership, etc. of Retired Railway Employees.**- (a) Should a tenderer be a retired Engiener 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 officer as one of its Directors, or should a tenderer have in his employment any 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 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 authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

Contractor

Chairman/RRB/Bhopal

- 4 -

(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 shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the ..... department of the Central Railway, the authority inviting tenderers 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 provision in clause 62 of the General Conditions of Contract.

.....  
(Signature)

.....  
(Designation)

(West Central Railway)

.....  
Signature of Tenderer (s)

Date .....

Contractor

Chairman/RRB/Bhopal

**TENDER FORM (THIRD SHEET)**

Name of work.....

.....

**SCHEDULE OF RATES AND QUANTITIES**

Sr No	Item No	Description of item of work	Approximate Quantity	Unit	Rates in figures and in words		Amount	
					Rs.	P.	Rs.	P.
1	2	3	4	5	6		7	

The quantities shown in above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at .....% above/below the schedule of Rates of the Central Railway as applicable to ..... Division or at the rates quoted above for each item.

Dated.....

.....  
Signature of the Tenderer(s)

Note: Column 1 to 5 shall be filled by the office of the Authority inviting tender. Column 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

Contractor

Chairman/RRB/Bhopal

## ANNEXURE II

### AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT NO. .... DATED .....20  
ARTICLES OF AGREEMENT made this ..... day of 20..... between the President of India cting through the ..... Railway hereinafter called the "Railway" of the one part part and ..... hereinafter called the "Contractor" of the other part.

WHEREAS the contractor has agreed with the Railway during the period of ..... months from ..... to ..... for the performance of :-

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding Rs.....

(b) All ordinary repai and maintenance works at any site between Kilometre ..... and Kilometre ..... as will be setforth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at ..... above/below the schedule of rates of the Central Railway, Part I corrected upto Printed/Advance Correction Slip No. .... dated ..... and Schedule of Rates, Part-II corrected upto Printed/Advance Correction Slip No. .... dated ..... and Standard Specifications of the Central Railway contained in Works Hand Book, Part III, corrected upto Printed/Advance Correction Slip No. .... dated ..... and sanitary Works Hand Book corrected upto Printed/Advance Correction Slip No. .... dated ..... and the special conditions and special specifications if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH that in consideration of the payments to be made by the Railway, the contractor will duly perform the works setforth in the said work order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfil 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 duly setforth herein), AND the Railway both here-by agree that if the contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

Contractor .....

Designation .....Rly  
(for President of India)

Address.....

Date .....

Date.....

Signature of witnesses with address to  
Signature of contractor

Witnesses .....

Contractor

Chairman/RRB/Bhopal

**WORK ORDER UNDER ZONE CONTRACT**

**ANNEXURE III**

WORK ORDER NO.....DATED .....20

UNDER CONTRACT AGREEMENT NO.....DATED.....

Name of Work.....(Site).....

Schedule of drawings.....

Auththority.....Allocation.....

The Contractor(s) .....is/are hereby ordered tto carryout the following works at .....% above/below the schedule of Rates of the .....Railways Part I corrected upto Printed/Advance Correction Slip No.....dated..... and schedule of Rates. Part II corrected upto Printed/Advance Correction Slip No.....dated..... of ..... Division under Zone Contract Agreement here-in-before referred to:-

Sr. No.	Item No.	Description of Item of work	Approximate Quanttity	Unit	Rates in figures and in words		Amount	
					Rs.	P.	Rs.	P.
1	2	3	4	5	6		7	
Total approximate value of work								

This should be rate of Division concerned.

The works herein mentioned are required to be completed on or before .....(date). The quantities provided herein are approximate and subject to variation under Clause 42 of the General Conditions of Contract corrected upto Printed/Advance Correction Slip No..... dated.....

Divisional Railway Manager/Divisional .....Engineer

Dated .....

I agree to complete the works herein setforth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings here to annexed and in accordance with the General and Special (if any) Conditions of Contract corrected upto Printed/Advance Correction Slip No. ....dated..... and the Standard Specifications of .....Railway contained in Works Hand Book Part III corrected upto Printed/Advance Correction Slip No.....dated.....

I also agree to maintain such works for the period specified below from the date of completion.

- a) Repair and maintenance work including white/colour washing three calendar months from date of completion.
- b) All new works except earth work - Six calendar months from date of completion.

Contractor.....

Designation.....Rly.  
(for President of India)

Address.....

Date.....

Date.....

Signature of witnesses with  
address to signature of Contractor

Witnesses.....

Contractor

Chairman/RRB/Bhopal

ANNEXURE IV

W CENTRAL RAILWAY

CONTRACT AGREEMENT NO.....DATED.....

ARTICLES OF AGREEMENT made this.....day of 20..... between the President of India acting through the Railway Administration here-in-after called the "Railway" of the one part and .....hereinafter called the "Contractor" of the other part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works.....setforth in the schedule hereto annexed upon the General Conditions of contract corrected upto Printed/Advance Correction Slip No.....dated..... and the specifications of the Central Railway contained in the Works Hand Book, Part III, corrected upto Printed/Advance/Correction Slip No.....dated ..... and Sanitary Works Hand Book corrected upto Printed/Advance Correction Slip No.....dated.....and the schedule of Rates of the Central Railway, corrected upto Printed/Advance Correction Slip No.....dated .....and the special conditions and special specifications, if any, and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railways, the Contractors will duly perform the said works in the schedule setforth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same accordance with the said specifications and said drawings and said conditions of contract on or before the.....day of.....20..... and will maintain the said works for a period of ..... Calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same has been fully setforth herein), AND the Railway, both 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 there of the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor.....

Address.....

Date.....

Signature of witnesses with address to signature of contractor

Contractor

Designation.....Rly.

(for President of India)

Date.....

Witnesses.....

Chairman/RRB/Bhopal

ANNEXURE V

**WORK ORDER FOR WORKS**  
**(valued at over Rs. 10,000/-)**

WORK ORDER NO.....DATED.....

Name of Work.....

.....(site).....

Schedule of drawings.....

Authority.....Allocation.....

Mr./Messers.....Contractor/Contractors having agreed with the Railway is/are hereby ordered to carry out the works setforth in the schedule below in accordance with the General Conditions of Contract corrected upto Printed/Advance Correction Slip No.....dated .....and the Standard Specifications of the West Central Railway contained in Works Hand Book Part III, corrected upto Printed/Advance Correction Slip No.....dated.....the schedule of rates, Part I corrected upto Printed/Advance Correction Slip No.....dated.....and schedule of rates, Part II corrected upto Printed/Advance Correction Slip No.....dated.....and special conditions and special specifications, if any, and in conformity with drawings annexed hereto at the rates specified in the said schedule and complete the same on or before the ..... day of.....200.....and maintain the said works for the period of.....from the certified date of the completion. The quantities setforth in the said schedule shall be considered approximate and subject to variation under clause 42 of General Conditions of Contract.

Contractor

Chairman/RRB/Bhopal

**CONTRACTOR'S AGREEMENT**

I offer to do the work at the rates entered in the schedule of rates on the reverse which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more than one unit of work as entered in the Schedule of Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may, reject and decline to pay for whatever may be in his opinion interior or defective or either and I agree that the standard specifications contained in the Works Hand Book Part III, corrected upto Printed/Advance Correction Slip No.....dated..... and Sanitary Works Hand Book corrected upto Printed/Advance Correction Slip No.....dated.....of Central Railway in so far as they are not over-rule by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the.....Engineer.

I agree that my work may be stopped at any time by the.....Engineer on his giving me or my agent on the works seven days notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arise on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the .....for the timebeing of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims which may be made under Workmen's Compensation Act 1923.

**WITNESS**

**CONTRACTOR**

Name.....

Name.....

Address.....

Address.....

**Note: If the agreement is for a work for which a special act of the Legislature exist e.g. the Indian Mines Act the agreement should include a clause indemnifying the Railway against all claim arising of provision of such Act.**

I agree to pay the rates at.....% above/below Schedule of rates as applicable to.....Division setforth in the schedule of rates herein for finished and approved work.

Date.....  
.....Engineer  
.....Division  
Central Railway  
For PRESIDENT OF INDIA

I/We agree to complete the works herein set forth on or before the date specified herein and to maintain the same for a period of.....calendar month from the certified date of their completion and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully setforth therein.

Signature of witnesses  
with addresses, to  
signature of Contractor  
Contractor

Contractor.....  
Address.....  
Date.....

1. ....  
2. ....

Chairman/RRB/Bhopal

ANNEXURE VI  
**WORK ORDER FOR WORKS**  
.....Division

WORK ORDER NO.....Original/Duplicate/Triplicate No.....dated.....20.....

I/We will carry out the following work according to the agreement at back.

**SCHEDULE OF RATES**

Particulars	Rates (Rs.)	Per	Remarks

WITNESS

CONTRACTOR

Name.....

Name.....

Address.....

Address.....

I agree to pay the above mentioned rates for finished and approved work.

Dated.....200

.....Engineer

Contractor

Chairman/RRB/Bhopal



Clause 16 of the General conditions of contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) The Contractors approved for the works in various categories will have the option to deposit the Earnest Money for each individual works or furnish Standing Earnest Money at the rates indicated below:-

<b>Contract Value</b>	<b>Amount of lumpsum Earnest Money</b>
Upto Rs.5 lakhs	Rs.10,000/-
Above Rs.5 lakhs but upto Rs.20 lakhs	Rs.20,000/-
Above Rs.20 lakhs but upto Rs.50 lakhs	Rs.50,000/-
Above Rs.50 lakhs	Rs.1,00,000/-

(2) No part of this fixed lumpsum deposit as Earnest Money can be accounted against the Security Deposit. A contractor has to make on the acceptance of his tender and on execution of an agreement. It may however, be noted by the contractor that this Earnest Money deposited by them is available for forfeiture to the extent specified, in cases where they tender but due to any circumstances fail to keep the offer open for the period specified in the tender documents. The earnest money should be in cash or in any of the following forms:-

(i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalised banks. No confirmator advice from the Reserve Bank of India will be necessary.

(ii) Deposit receipt executed by the Scheduled banks (other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose. The Railway will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

(B) Standing or Permanent earnest money may be accepted in the following forms:-

- I. A Deposit in cash
- II. Government securities at 5% below the market value.
- III. Deposit receipts or demand drafts of the Nationalised Bank.
- IV. A deposit in the Post Office Saving Bank.
- V. Twelve year National Defence Certificates.

The practice of allowing Standing EMD is dispensed forthwith for all tenders. Therefore, Sub-Clause (d) stands deleted

The Earnest Money should be in cash or in any of the following forms:-

(i) Deposit Receipts, Pay Orders, Demand Drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatoray advice from the Reserve Bank of India will be necessary.

(ii) Deposit Receipts executed by the Scheduled Banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

The Phrase "Standing or Permanent"

	<p>VI. Ten Year Defence Deposits.  VII. National Defence Bonds  VIII. Natinal Saving Certificates.  IX. Time Deposit Account which came into force on 16.3.1970 and notified under Ministry of Finance Notification No.F3(7)NS/70, dated 28.2.1970.  X. IRFC Bonds.  Note:- (v) to (vii) These certificates/bonds may be accepted at their surrender value.</p>	stands deleted
--	---	----------------



# रेलवे भर्ती बोर्ड, भोपाल

भारत सरकार, रेल मंत्रालय

RAILWAY RECRUITMENT BOARD, BHOPAL

Govt. of India (Ministry of Railway)

पूर्व रेलवे कॉलोनी, भोपाल-462053 फोन : 2746660, फैक्स: 0755-2746398

East Railway Colony, Bhopal-462053 Phone : 2746660 Fax : 0755-2746398

वेबसाइट - www.rrbhopal.gov.in, ई-मेल-rrbbpl-mp@nic.in



पत्रांक : रेभबो/भोपाल/निविदा/2010,  
25/01/2010

दिनांक

विषय:—रेलवे भर्ती बोर्ड, भोपाल में **दो वर्ष (730 दिन)** के लिये 24 घण्टे रेल सामग्री की सुरक्षा, कार्यालय में प्रवेश द्वार प्रबंधन तथा कार्यालय परिसर और आस-पास के क्षेत्र की साफ-सफाई एवं बागवानी तथा पौधों का रख-रखाव का अनुबंध ।

1. रेलवे भर्ती बोर्ड,भोपाल द्वारा प्रतिष्ठित और अनुभवी फर्मों से रेल सामग्री की सुरक्षा, कार्यालय में प्रवेश प्रबंधन तथा कार्यालय परिसर में बागवानी एवं पौधों का रख-रखाव और आस-पास के क्षेत्र की सफाई हेतु **दो वर्ष (730 दिन)** के लिये मोहर बंद निविदा आमंत्रित की जाती है । ऐसी एजेंसी जो सरकारी कार्यालय, प्रतिष्ठित संगठनों में इस प्रकार का कार्य करती रही है और जिनके पास पर्याप्त कार्य क्षमता और वित्तीय सामर्थ्य है । अपने प्रमाण-पत्रों और आफर के साथ आवेदन करें । इनके न होने पर आवेदन रद्द माना जायेगा ।
2. आफर तीन माह के लिये मान्य होगा । **समान कार्य में अनुभवी, वित्तीय रूप से सुदृढ एवं सक्षम एजेंसी को प्राथमिकता दी जायेगी ।**
3. कार्य की अनुमानित लागत **रूपये 08,47,047/- (रूपये आठ लाख सैंतालीस हजार एवं सैंतालीस मात्र)** होगी ।
4. मोहर बंद निविदा जिन पर "सुरक्षा निविदा" लिखा हो बयाना राशि के साथ रेलवे भर्ती बोर्ड, भोपाल कार्यालय में निविदा पेटी में दिनांक 16/02/2010 को 16.15 बजे तक डाली जा सकती है । निविदा इसी दिनांक को 16.30 बजे खोली जायेगी । बिना बयाना राशि के निविदा रद्द मानी जायेगी ।
  - 4.1 बयाना राशि डिमाण्ड ड्राफ्ट/एफडीआर के रूप में वरिष्ठ मंडल वित्त प्रबंधक, पश्चिम मध्य रेलवे, भोपाल के पक्ष में जमा की जानी चाहिये ।
  - 4.2 बयाना राशि रूपये 16,941/- (रूपये सोलह हजार नौ इकतालीस मात्र) होगी । लघु स्तर की इकाईयों को बयाना राशि में कोई छूट नहीं है । बयाना राशि के बिना किये गये आवेदन रद्द कर दिये जायेंगे ।
  - 4.3 सफल निविदाकर्ता की बयाना राशि रेलवे द्वारा सुरक्षा निधि में बतौर जमा कर ली जायेगी । असफल निविदाकर्ताओं की बयाना राशि वापिस कर दी जायेगी ।

निरन्तर.....2

-2-

5. उपरोक्त अनुबंध के नियम एवं शर्तें अनुलग्नक के अनुसार होंगी ।

6. **सुरक्षा निधि :**

सफल निविदाकर्ता को अनुबंध को सफलतापूर्वक पूर्ण करने के लिये 10: सुरक्षा निधि के बतौर जमा करनी होगी ।

टोकन राशि

7. सफल निविदाकर्ता को रेलवे प्रशासन के साथ पश्चिम मध्य रेलवे पर लागू नियमों और शर्तों के अनुसार अनुबंध करना होगा ।
8. सभी संबंधित दस्तावेज जैसे पी.एफ. कमांक, ई.एस.आई. कमांक, रजिस्ट्रेशन प्रमाण-पत्र, अनुभव प्रमाण-पत्र इत्यादि निविदा के साथ जमा किये जाने चाहिये अन्यथा निविदा को निरस्त माना जायेगा ।
9. निविदा में एजेंसी द्वारा कार्य पर रखे गये कर्मचारियों को दिये जाने वाले वेतन का ब्यौरा भी दिया जाना चाहिये । कर्मचारियों का वेतन उप मुख्य श्रमायुक्त(केन्द्रीय), जबलपुर द्वारा जारी न्यूनतम वेतन अधिनियम के नवीनतम संस्करण से कम नहीं होना चाहिये । केन्द्र/राज्य शासन के प्रचलित नियमों के अनुसार आवश्यक कटौतियों (पी.एफ.,ई.एस.आई. आदि)काटने एवं इसे निर्धारित स्थान पर जमा करने का उत्तरदायित्व ठेकेदार का होगा ।
10. इस अनुबंध के अनुपालन में अध्यक्ष, रेलवे भर्ती बोर्ड, भोपाल का निर्णय अंतिम होगा व ठेकेदार को बाध्यकारी होगा ।
11. मध्यस्थता :  
सामान्य शर्तों या विशेष शर्तों में किसी भी प्रकार के मतभेद या विवाद की दशा में मामला करार की दशा के अनुसार सुलझाने हेतु मध्यस्थता के लिये भेजा जायेगा ।

कृते अध्यक्ष,  
रेलवे भर्ती बोर्ड,भोपाल

“““

### अनुलग्नक-ए

1. कार्य की प्रकृति :
  - 1.1 एजेंसी का उत्तरदायित्व होगा कि रेलवे भर्ती बोर्ड, भोपाल कार्यालय की सुरक्षा (छुट्टियों सहित) सभी दिन 24 घण्टे करें । किसी भी स्थिति में कार्यालय में 24 घण्टे गार्ड उपस्थित रहना चाहिये ।
  - 1.2 रेलवे सम्पत्ति की सुरक्षा एजेंसी की प्रमुख जिम्मेदारी होगी ।
  - 1.3 एजेंसी आगंतुकों और उनके वाहनों के आने-जाने पर निगरानी और उनका रिकार्ड रखेगी ।
  - 1.4 एजेंसी सामान/उपकरणों के आने जाने का रिकार्ड भी रखेगी ।
  - 1.5 एजेंसी सुनिश्चित करेंगी की कोई अनाधिकृत व्यक्ति रेलवे भर्ती बोर्ड, भोपाल कार्यालय परिसर में प्रवेश न करें व कार्य में बाधा न पहुँचाये ।
  - 1.6 एजेंसी अभियुक्तों को पकड़ कर स्थानीय पुलिस के हवाले करेगी । रेल सम्पत्ति की चोरी और अनाधिकृत प्रवेश पर प्रतिबंध लगायेगी ।

- 1.7 एजेंसी रेल प्रबंधन की ओर से पुलिस थाने में शिकायत/प्रथम सूचना रिपोर्ट दर्ज करायेगी और कार्य की प्रगति के लिये स्थानीय पुलिस से संपर्क बनाये रखेगी ।
- 1.8 एजेंसी किसी भी अप्रत्याशित घटना की रिपोर्ट शीघ्र रेल प्रशासन को देगी ।
- 1.9 एजेंसी रेलवे भर्ती बोर्ड परिसर, कार्यालय भवन, बगीचे और आस-पास के क्षेत्र की सफाई के लिये उत्तरदायी होगी ।
- 1.10 अनुबंध के सफल अनुपालन के लिये एजेंसी आवश्यक कर्मचारी व सामग्री उपलब्ध करायेगी । रेलवे भर्ती बोर्ड केवल कन्ज्यूमेबल सामग्री जहाँ कहीं आवश्यक हो उपलब्ध करायेगी ।
- 1.11 एजेंसी प्रतिदिन कार्यालय परिसर और आस-पास के क्षेत्र की सफाई करायेगी ।
- 1.12 एजेंसी बगीचे के सौंदर्यकरण व वृक्षारोपण पर पर्याप्त ध्यान देगी । बगीचे की घास और पौधों को प्रतिदिन पानी दिया जायेगा ।
- 1.13 पौधों की कटाई-छटाई व नींदा नियंत्रण सप्ताह में एक बार की जानी चाहिये ।
- 1.14 एजेंसी रेल सामग्री की सुरक्षा, कार्यालय में प्रवेश प्रबंधन तथा कार्यालय परिसर में बागवानी एवं पौधों का रख-रखाव के लिये दिये गये कार्य या आदेश का अनुपालन करेगी ।
- 1.15 एजेंसी उपलब्ध कर्मियों से ही रेलवे भर्ती बोर्ड, भोपाल कार्यालय में आपात स्थिति में आग बुझाने की जिम्मेदारी का भी निर्वहन करेगी । इस कार्यालय के लिये अग्निशमन यंत्र, रेलवे भर्ती बोर्ड, भोपाल द्वारा उपलब्ध कराये जायेंगे । आग लगने पर अग्निशमन यंत्रों का उपयोग भी एजेंसी को करना होगा । नियुक्त गार्ड को अग्निशमन यंत्र चलाने के लिये क्षमता प्रमाण-पत्र भी देना होगा ।

निरन्तर.....2

-2-

## 2. अनुबंध की अवधि :

अनुबंध कार्य प्रारम्भ होने की तिथि से दो वर्ष (730 दिन) तक मान्य रहेगा । यदि एजेंसी और रेलवे दोनों सहमत हो तो नियमानुसार अनुबंध को बढ़ाया जा सकता है । रेलवे भर्ती बोर्ड अनुबंध को तत्काल प्रभाव से रद्द करने का अधिकार सुरक्षित रखता है, यदि यह निश्चित हो जाये कि एजेंसी ने केंद्र सरकार/राज्य सरकार के किसी नियम या अनुबंध की शर्तों का उल्लंघन किया है ।

रेलवे भर्ती बोर्ड, भोपाल एक माह का नोटिस देकर अनुबंध को समाप्त करने का अधिकार सुरक्षित रखता है ।

## 3. अनुबंध की विशेष शर्तें :

- 3.1 वे फर्म ही आवेदन करें जिनके पास पर्याप्त वित्तीय क्षमता और सामग्री की सुरक्षा, कार्यालय में प्रवेश प्रबंधन तथा कार्यालय परिसर में बागवानी एवं पौधों का रख-रखाव तथा सफाई का कम से कम पाँच वर्ष का अनुभव हो । फर्म के पास पर्याप्त मात्रा में कर्मचारी होना भी आवश्यक है । इसके प्रमाण में प्रमाण-पत्र अवश्य दें ।
- 3.2 फर्म तीन शिफ्टों में सुरक्षा गार्ड(प्रत्येक शिफ्ट में एक और दिन में एक अतिरिक्त) नियुक्त करेगी । इसके अतिरिक्त एक व्यक्ति कार्यालय की साफ-सफाई और बगीचे की देखभाल के लिये भी नियुक्त करेगी । स्टाफ में कमी या उनके कार्य समय में बढ़ोतरी की अनुमति किसी भी स्थिति में नहीं दी जायेगी ।
- 3.3 फर्म अच्छे चरित्र वाले शारीरिक रूप से सक्षम और अच्छे व्यवहार वाले और कार्य में प्रशिक्षित कर्मचारियों को कार्य पर लगायेगी तथा निर्धारित मानकों पर खरा न उतरने वाले कर्मचारियों को कार्य से हटा लेगी । फर्म यह सुनिश्चित करेगी की कार्यरत

कर्मचारियों के खिलाफ कोई भी पुलिस केस न हो । फर्म कर्मचारियों की गलती, भूल-चूक के प्रति पूर्णतः उत्तरदायी होगी ।

- 3.4 फर्म सुनिश्चित करेगी कि सभी कर्मचारी निर्धारित युनिफार्म, बैज, टोपी, जुते, बैल्ट तथा पहचान पत्र युक्त हो । कर्मचारी साफ-सुधरे और सजग व स्मार्ट होने चाहिये । उनके पास टार्च, डन्डा और कार्य करने के लिये आवश्यक उपकरण होने चाहिये । ये सभी सामग्री फर्म द्वारा अपने खर्च पर उपलब्ध कराई जायेगी ।
- 3.5 चूंकि रेलवे भर्ती बोर्ड की कार्य शैली गोपनीय और संवेदनशील है । अतः फर्म कार्यरत कर्मचारियों का पुलिस प्रमाण-पत्र सत्यापन कराकर रेलवे भर्ती बोर्ड में जमा करेगी अन्यथा कार्य पर नियुक्त नहीं करेगी ।
- 3.6 फर्म कार्यरत कर्मचारियों के नाम, फोटो, पता, योग्यता इत्यादि का विवरण रेलवे भर्ती बोर्ड कार्यालय में उपलब्ध करायेगी । इनमें किसी भी प्रकार के परिवर्तन पर तत्काल रेलवे भर्ती बोर्ड को सूचित करेगी ।

निरन्तर.....3

—3—

3.7 **भुगतान की शर्तें :**

ठेकेदार माह के अंतिम कार्य दिवस को संबंधित पी.एफ. और ई.एस.आई. एवं सर्विस टैक्स जमा कर रसीदों के साथ बिल देंगे । बिल भुगतान द्विमासिक/त्रिमासिक रूप से दिया जायेगा । बिल अध्यक्ष, रेलवे भर्ती बोर्ड, भोपाल के प्रतिनिधि द्वारा सत्यापित करने के बाद उनका भुगतान वरिष्ठ मंडल वित्त प्रबंधक, पश्चिम मध्य रेलवे, भोपाल के द्वारा किया जायेगा । किसी कर्मचारी के अनुपस्थित होने पर उसका भुगतान नहीं किया जायेगा तथा रूपये 100/- प्रति अनुपस्थित/प्रति दिन पेनाल्टी काटी जायेगी ।

3.8 **कार्य सत्यापन/उपस्थिति पुस्तक :**

फर्म कर्मचारियों की संख्या और उपस्थिति सुनिश्चित करने के लिये उपस्थिति पुस्तिका रखेगी और आवश्यक जाँच के लिये रेलवे भर्ती बोर्ड, भोपाल कार्यालय को उपलब्ध करायेगी ।

3.8 **चोरी या किसी सामान के गायब होने की दशा में उत्तरदायित्व :**

(अ) फर्म के उत्तरदायित्व का निर्वहन ठीक प्रकार न होने के कारण चोरी या किसी सामान के गायब होने की घटना होती है तो उसकी कीमत फर्म से ली जायेगी ।

(ब) निरीक्षण के दौरान अनियमितता पाये जाने पर प्रति अनियमितता रूपये 500/- ठेकेदार से जुर्माना वसूल किया जायेगा ।

3.9 **अनुबंध/मजदूर अधिनियम का अनुपालन :**

ठेकेदार को समस्त केंद्र व राज्य सरकार के श्रम संबंधी शासकीय नियम/अधिनियमों का पालन करना होगा । न्यूनतम वेतन अधिनियम एक्ट, 1970, राज्य कर्मचारी बीमा अधिनियम, भविष्य निधि अधिनियम/बाल श्रमिक एक्ट, छूआछूत अधिनियम एवं समय-समय पर संशोधित श्रमिक कानूनों का अनिवार्यतः पालन करेगा एवं इससे संबंधित सभी भुगतान ठेकेदार द्वारा किये जायेंगे एवं इस आशय का प्रमाण-पत्र प्रत्येक बिल के साथ देना होगा । सफल बोलीकर्ता इन अधिनियमों के अंतर्गत होने वाले किसी भी प्रकार के दावे/उत्तरदायित्व के लिये जवाबदार होगा ।

3.10 रेलवे भर्ती बोर्ड, भोपाल द्वारा फर्म के कर्मचारियों को निवास सुविधा उपलब्ध नहीं कराई जायेगी ।

3.11 फर्म ऐसी व्यवस्था करेगी की फर्म के वरिष्ठ/जवाबदार अधिकारी दिन-रात, किसी भी अपात स्थिति में सुलभ रहें ।

- 3.12 फर्म अपने कर्मचारियों के संबंध में श्रम आयुक्त से आवश्यक लाईसेंस प्राप्त करेगी ।  
 3.13 फर्म रेलवे भर्ती बोर्ड के अधिकारियों/कर्मचारियों के स्कूटर स्टैंड पर रखे वाहनों की भी सुरक्षा करेगी ।

.....

**दर सूची : (निविदा संख्या : रेभबो/भोपाल/सिक्युरिटी/2010)**

**कार्य का नाम :** रेलवे भर्ती बोर्ड,भोपाल में दो वर्ष (730 दिन) के लिये 24 घण्टे रेल सामग्री की सुरक्षा,कार्यालय में प्रवेश द्वार प्रबंधन तथा कार्यालय परिसर और आस-पास के क्षेत्र की साफ-सफाई एवं बागवानी तथा पौधों का रख-रखाव का अनुबंध ।

क्रम संख्या	कार्य की मर्दे	मजदूरों की श्रेणी	दैनिक मजदूरी प्रतिदिन (उप मुख्य श्रमायुक्त(केन्द्रीय), जबलपुर द्वारा जारी न्यूनतम वेतन अधिनियम के नवीनतम संस्करण के अनुसार(ठ श्रेणी के शहरों के लिये)	दो वर्ष (730 दिनों के लिये) के लिये योग रूपये
1	2	3	4	5
01.	सुरक्षा गार्ड (04 नंबर)	पहरा निगरानी कर्मचारियों का नियोजन (बिना हथियार के)	Rs. .... (प्रति सुरक्षा गार्ड)	Rs. ....
02.	माली (01 नंबर)	कृषि (अकुशल)	Rs. .... (प्रति माली)	Rs. ....
03.	योग			Rs. ....
04.	पी.एफ. .....			Rs. ....
05.	ई.एस.आई. .....			Rs. ....
06.	योग			Rs. ....
07.	सर्विस टैक्स .....			Rs. ....
08.	योग			Rs. ....
09.	फर्म का लाभ		क्रमांक 08 में दिये गये योग का ..... प्रतिशत अधिक	Rs. ....
10.			आफर की कुल राशि	Rs. ....

लगाई गई कुल रकम शब्दों में रूपये .....मात्र)

यह दर न्यूनतम वेतन, पी.एफ., ए.एस.आई., सर्विस टैक्स, को मिलाकर दिया जा रहा है एवं नियमानुसार इसका भुगतान मेरे द्वारा किया जायेगा ।

दिनांक : .....

हस्ताक्षर.....  
 ठेकेदार का नाम.....  
 पूरा पता.....  
 .....  
 फोन नंबर.....  
 मोबाइल नंबर.....