

## Contractual Service

An HOD meeting was convened by GM / M. Rly. in March 2004 to decide upon the course of action for operation of the upcoming 30 bedded hospital of Metro railway, Kolkata. Honourable General Manager pointed out that the assessment of feasibility of the 30 bedded Hospital was obviously undertaken at the highest level prior to incorporation of the proposal in the Railway Budget and inclusion of the Hospital project under works programme in the Pink Book and the discussion should focus on formulating a plan of action regarding effective implementation of the project. He also emphasised the need to ensure that the Hospital under construction should not remain an unused asset.

The projected staff requirement was gone into and the difficulty in creation of new posts as also finding suitable incumbents for created posts was also considered. It was felt that the option of participation of private service providers in some of the Hospital activities should be seriously explored. Some such services were already being partially provided by private organisations viz. Security and part of the Ambulance service. In case such out-source services became feasible, the existing staff in categories for which private participation is obtained could be accommodated in another category in the same scale. After considering the several advantages into such out-sourcing, the following contractual services was introduced for functioning of 30 Bedded Hospital.

- |    |                          |   |                               |
|----|--------------------------|---|-------------------------------|
| 1. | Nursing Service          | : | Processed through Open Tender |
| 2. | OPD & Technical Service  | : | Processed through Open Tender |
| 3. | Casualty Service         | : | Processed through Open Tender |
| 4. | Kitchen service          | : | Processed through Open Tender |
| 5. | Cleaning Service         | : | Processed through Open Tender |
| 6. | Security Service         | : | Processed through Open Tender |
| 7. | Indoor Attendant Service | : | Processed through Open Tender |

All Contractual services was invited through Open Tender by published in all leading dailies & Metro Railway's web site no [www.kol.metro.com](http://www.kol.metro.com) under the following Instruction.

### INSTRUCTION TO TENDERERS & CONDITIONS OF TENDER

- 1.01.** The Tender Document shall be filled in accordance with the Regulations set herein-under.
- 1.02.** The General Conditions of Contract and Standard Specifications 2001 of Eastern Railway, Engineering Department as amended upto date or latest correction slip issued subsequently as applicable in this context shall be binding in this contract in all matters not specifically covered by the conditions set forth in this Tender Document provided it is not otherwise repugnant to the context. The printed publication entitled. "Eastern Railway Engineering Department General Conditions of Contract and Standard Specification 2001 as amended upto date can be obtained on payment of Rs. 300/- from the office of Chief Engineer, Eastern Railway, Fairlie Place, Kolkata – 01
- 1.03.** In the event of any contradictions coming to notice between the provisions in the Eastern Railway, Engineering Department General Conditions of contract 2001 as amended upto date and the conditions set forth in the Tender Document issued by the Department, the latter shall prevail.
- 1.04.** Tenderer shall mean the person, the firm or company who tenders for the Service with a view to executing the service on contract with Metro Railway and shall include their personal representatives, successors and permitted assignees.
- 1.05.** Words importing the singular number shall also include the plural and vice-versa depending on the context
- 1.06.** Should Tenderer find discrepancies in or omissions from any relevant clauses 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 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.

**1.07** (a) The Tenderer is required to quote rates against the items appearing in Annex-III both in "words" and "figures", if there be any variance in the rates quoted by the Tenderer between "Words" and "Figures" that quoted in words will be treated as final. The calculations as well as the total amounts will however, be subjected to arithmetical corrections as may be detected by Metro Railway. Therefore, the "Rates" as quoted in "Words" are final and binding.

(b) The 'Schedule of Items, Quantities and Rates' shown in the Annex- III are given only for guidance and are approximate and are subject to variation according to the needs of Metro Railway. Metro Railway accepts no responsibility for their accuracy. The Railway does not guarantee ordering for work under each item furnished therein. The rate for variation if any will be finalized in terms of clause 42 (2) (i) of the General Conditions of Contract, February 2001 edition. The rate for variation of quantities will be finalized in terms of Clause 2.07 of Annexure - II of the tender condition.

(c) The rate quoted by Tenderer and accepted by Metro Railway shall hold good for the entire period of service and no additional individual claim will be admissible on account of fluctuation in the market rates of labour, material etc, increase in taxes/any other levies/tolls etc. Tenderer while quoting his rates shall take these fluctuations into account.

**1.08** The Tenderer shall quote his rates with reference to the whole work and not for a portion of the work. Tenders received only for a portion of work are liable to be disqualified. Metro Railway, Kolkata reserves the right to accept any tender in part or award the work to more than one Tenderer in suitable parts.

**1.09.** Tender containing erasure and/or alterations or over writings are liable to be rejected. Each correction made by the Tenderer in respect of the entries in the tender papers must be attested by him failing which the tender is liable to be rejected.

**1.10.** If the Tenderer deliberately gives wrong information or suppresses any material facts or creates false circumstances in his tender for the acceptance of his tender, Metro Railway, Kolkata reserves the right to reject such tender at any stage even after the acceptance of the tender or awarding the work in his favour.

**1.11.** If a Tenderer expires after submission of his tender or after the acceptance of his tender, Metro Railway shall deem such tender as cancelled. If a partner of a firm expires, after submission of their tender or after acceptance of their tender, Metro Railway shall deem such tender as cancelled unless the firm retains its character.

**1.12** It shall not be obligatory on the part of Metro Railway Authority to accept the lowest tender and Metro Railway reserves the right to reject any or every tender including the lowest tender without assigning any reason.

**1.13. Earnest Money & Security Deposit.**

(a) The tender shall be accompanied by the Earnest Money in any of the forms mentioned in the Tender Notice.

(b) The Earnest Money will be refunded to the unsuccessful Tenderer within a reasonable time. The Earnest Money deposited by the successful Tenderer will be retained towards a part of the Security Deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails to deposit the Security Deposit within the time stipulated in the Tender form. Besides, forfeiture of the full amount of Earnest Money as aforesaid, the successful Tenderer shall be deemed to have committed breach of contract and the Railway shall be entitled to have the

work/job executed on his risk & cost and also to claim extra cost/expenditure incurred by the Railway from him. In other words, the Railway shall be entitled, in that case, to take action against the successful Tenderer (who will automatically attain the status of the "Contractor" as per Cause 62 of the General Conditions of Contract) treating that he has abandoned the contract.

(c) No previous Earnest Money or deposits or pending bills etc. will be adjusted against the present tender nor will any such request be entertained.

**1.14. Security Deposit for fulfilling the contract.**

(a) Security deposit for each work should be 5% of the contract value as accepted Ref. Bd's Letter No CE – I / CT / 4 / Pt – I dated 12/16.05.2006 The "Earnest Money" even/after conversion into a part of "Security Deposit" shall be forfeited by Metro Railway if the contractors back out or do not accept the. Besides forfeiture of the Earnest Money as aforesaid the successful Tenderer shall be deemed to have committed breach of contract and the Railway shall be entitled to have the work / job executed from other agency at his risk & cost and to claim from him additional cost/expenditure incurred by the Railway. In other words, the Railway shall be entitled, in that case, to take action against the successful Tenderer (who will automatically attain the status of the "Contractor" as per Cause 62 of the General Conditions of Contract) treating that he has abandoned the contract.

(b) The earnest money of the successful tenderer will be converted into security deposit and for balance a deduction of 10 percent will be made from each on account payment until the sum so deducted shall amount to the required Security Deposit as per sub-clause (a) above Security Money will be retained by the Railway as Security Deposit for the performance and observance of the terms and conditions of the contract. This does not, however, preclude the Contractor from depositing the entire Security Money in cash at the outset.

1.15. The successful tenderer should furnish a performance guarantee in the form of irrevocable bank guarantee amount of 5% of the contract value before signing of the agreement and should be valid till expiry of the contractual period / maintenance period. Performance guarantee should be released after satisfactory completion of the work and contractual / maintenance period is over.

The procedure for releasing the bank guarantee should be same as security deposit. Wherever the contract is rescinded, the security should be forfeited and the performance guarantee should be in cash and the balance work should be got done separately

**1.16** Cancellation of any documents such as Power of Attorney, partnership deed etc. should be communicated forthwith by the Tenderer in writing failing which Metro Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

**1.17** The successful Tenderer shall be required to execute an agreement (in sufficient copies) with the President of India acting through Metro Railway, Kolkata for carrying out the work according to General Conditions of Contract and Standard Specification 2001 as amended upto date issued by the Eastern Railway, read with the Special Conditions and Special Specifications as attached to this Tender Document.

**1.18.** The Tenderer shall keep the offer open for a minimum period of 120 days from the date of opening the Tender, within which period the Tenderer cannot ask to withdraw his offer or ask for the refund of his Earnest Money, subject to the period being extended further, if required by mutual agreement from time to time.

Any breach of the conditions set forth above/or appearing elsewhere in other paragraphs of this Annexure will make the Tenderer liable to forfeiture of the Security Deposit as mentioned in Para 1.14 (a) for due performance of the foregoing stipulation of keeping the offer open for 120 days or for a further period as may be mutually agreed upon.

**1.19.** No interest on Earnest Money or Security Deposit will be paid by Metro Railway. Metro Railway is not responsible for loss of any interest in the case of fixed Deposit receipts for any reason (mainly for non extension of maturity period in time) either in respect of Earnest Money or Security Deposits.

**1.20. Mode of submission of the tender:**

a) The Tenderer shall return the full set of Tender Document with signature on every page as a token of his acceptance to all the terms.

b) In case the Tenderer wants to supplement his Tender with further Documents in response to any of the Tender Conditions, he shall in addition to returning the Documents as per Para (a) above, submit the same as enclosure.

c) The Tenderer shall not stipulate any special conditions while submitting the Tender nor shall demand any mobilization charges or "Site installation" or any similar charge under any other nomenclature etc. If any Tender is received with such special conditions, it shall be liable to be rejected summarily at the option of Metro Railway. The Tenderer must note even reiteration of Metro Railway's Tender Conditions will be treated as a Special Condition for the purpose. Therefore, the Tenderer is hereby cautioned that he is to submit his Tender in full conformity with Metro Railway's Tender Conditions only, by merely filling in the rates and total as required in the Schedule of Services at Annexure - III.

If any particulars are furnished by the Tenderer in specific reference to the Tender Conditions by which such particulars are required to be furnished at the Tender stage, they shall not be treated as Special Conditions for this purpose.

**1.21.** The rates shall be inclusive of Sales Tax, Service Tax and other Central, State and Local Taxes and any other levies or tolls as may be in force or come into force during the currency of the contract.

**1.22.** The rates quoted by Tenderer and accepted by Metro Railway shall hold good till the completion of the work and no additional claim will be admissible on account of fluctuation in market rates, increase in taxes/levies/tolls etc. or on imposition of new taxes levies/tolls.

**1.23.** The Tenderer is required to submit following documents along with the tender.

(a) List of personnel, organization available on hand and proposed to be engaged for the subject work.

**1.24.** Tenderers shall submit photostat copies of the constitution of their firms and other legal documents. The tender shall be signed by the individual with necessary power of attorney which shall be submitted along with the tender.

**1.25.** Should a Tenderer be a retired Gazetted Officer working before his retirement whether in the executive or administrative capacity or holding a responsible post or act in the Medical Department of any of the Railways owned and administered by the President of India for the time being, or should a Tenderer being a partnership firm have as one of its partners a retired Gazetted Officer as aforesaid or should a Tenderer being an incorporated company have any such retired Gazetted Officer as one of its directors, or should a Tenderer have in his employment any retired Gazetted Officer as aforesaid, full information as to the date of retirement of such Gazetted Officer from the said service and in case where such Officer had not retired from the Government Service at least two years prior to the date of the submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or as 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 Gazetted Officer as the case may be from the President of India or any Officer duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

**1.26. Contractor's relative employed as Gazetted Officer.**

Should a Tenderer or Contractor has relative employed in gazetted capacity in Metro Railway or in the case of partnership firm or company incorporated under the Indian Company Law should be partner or a relative of the partner or shareholder or a relative of a shareholder be employed in gazetted capacity in Metro Railway, the Authority inviting tenders shall be informed of the fact at the time of submission of the Tender.

**1. 27. Site of Service.**

The Tenderer is advised to visit the site of the proposed service before tendering and will be deemed to have satisfied himself as to local conditions, the nature and degree of accessibility of the site, the nature and extent of operations, the supply of and conditions affecting labour and materials and the execution of service generally. No claims will be entertained in respect of any of these matters, neither will lack of knowledge nor ignorance of conditions be accepted as substantiating a claim.

**1.28. Sale Tax Clearance Certificate**

The Tenderer is required to produce along with his Tender an authorized copy of the latest Sales Tax Clearance Certificate in the latest proforma prescribed by the Govt. of West Bengal. The successful Tenderer (i.e. the Contractor) shall be required to submit the Sales Tax Clearance Certificate periodically, as a pre-requisite for getting any payment from Metro Railway otherwise the payments will not be released by Metro Railway.